

**INFORMATION TO OFFERORS OR QUOTERS**  
**SECTION A - COVER SHEET**

1. SOLICITATION NUMBER

**SP0600-04-R-0094-  
0001**

2. (X one)

a. SEALED BID

**X**

b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

**3. ISSUING OFFICE (Complete mailing address, including Zip Code)**

**ATTN: DESC-PLC  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J. KINGMAN RD STE 4950  
FORT BELVOIR VA 22060-6222**

**BUYER: Mrs. Georgia R. Dotson  
TELEPHONE: 703-767-9527  
FACSIMILE: 703-767-8506  
e-mail: [Georgia.Dotson@dla.mil](mailto:Georgia.Dotson@dla.mil)**

**Supporting Contract Specialists:**

\* **Mr. Jan Bonnet**  
**Telephone: (703) 767-9526**  
**e-mail: [Jan.Bonnet@dla.mil](mailto:Jan.Bonnet@dla.mil)**  
\* **Mr. Theodore H. Jones**  
**Telephone: (703) 767-9535**  
**e-mail: [Theodore.Jones@dla.mil](mailto:Theodore.Jones@dla.mil)**  
\*

**4. ITEMS TO BE PURCHASED (Brief description)**

<b>LOCATION: COG 7 (Arizona, California, Nevada &amp; Utah)</b>	<b>GASOHOL / GASOLINE</b>	<b>8,277,600 USG</b>
<b>PURCHASE PROGRAM: 3.27</b>	<b>DISTILLATES</b>	<b>6,126,660 USG</b>
<b>ORDERING PERIOD: 1 September 2005 THRU 31 July 2009</b>		

**5. PROCUREMENT INFORMATION (X and complete as applicable)**

**X**

a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A \_\_\_\_\_% SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

**6. ADDITIONAL INFORMATION:**

**\*\*IMPORTANT INFORMATION\*\***

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**ATTENTION OFFERORS**

**THE NOTES ON THIS DD FORM 1707 PROVIDE INFORMATION THAT WARRANT YOUR SPECIAL ATTENTION  
PRIOR TO PREPARATION OF YOUR OFFER.**

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**(CONTINUED ON PAGE 3)**

**7. POINT OF CONTACT FOR INFORMATION**

a. NAME (Last, First, Middle Initial)

**DOTSON, GEORGIA R.**

c. TELEPHONE NUMBER (Including Area Code and Extension)  
(NO COLLECT CALLS)

**(703) 767-9527**

b. ADDRESS (Including Zip Code)

**DEFENSE ENERGY SUPPORT CENTER (DESC)  
ATTN: DESC-PLC (OFFER CUSTODIAN)  
8725 JOHN J. KINGMAN RD STE 4950  
FORT BELVOIR VA 22060-6222**

<b>8. REASONS FOR NO RESPONSE</b> ( <i>X all that apply</i> )			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER ( <i>Specify</i> )			
<b>9. MAILING LIST INFORMATION</b> ( <i>X one</i> )			
<div>YES</div>		<div>N O</div>	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.
<b>10. RESPONDING FIRM</b>			
a. COMPANY NAME		b. ADDRESS ( <i>Including Zip Code</i> )	
<b>c. ACTION OFFICER</b>			
(1) Typed or Printed Name ( <i>Last, First, Middle Initial</i> )	(2) Title	(3) Signature	(4) Date Signed ( <i>YYMMDD</i> )

DD Form 1707 (REVERSE), MAR 90

FOLD

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FROM:

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
SP0600-04-R-0094-0001	
DATE (YYMMDD)	LOCAL TIME
050808	3:00 PM

TO

ATTN: OFFER CUSTODIAN / DESC-PLC / RM 3821  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J. KINGMAN RD STE 4950  
FORT BELVOIR VA 22060-6222

- A. CONTRACT TYPE:** This is a **multiyear solicitation** for gasoline, gasohol and distillates fuels, and single year (two year) solicitation for Biodiesel. Contracts awarded as a result of this solicitation will be **REQUIREMENTS TYPE, FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT** contracts. Please refer to Clauses I84, REQUIREMENTS, and I86.03, DELIVERY ORDER LIMITATIONS, I1.20-1, CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE.
- B. CLOSING DATE:** 08 August 2005, 3:00 PM LOCAL TIME, FORT BELVOIR VA.
- C. OFFER SUBMISSION:** Facsimile offers are authorized per Clause L2.11-3 **FACSIMILE PROPOSALS**. As part of your offer, please complete and submit all forms in accompanying Certification Package and the supply schedule under Clauses B1.01 and B1.01-2 **SUPPLIES TO BE FURNISHED** for items your company is offering on. When submitting your offer via fax, please ATTENTION your offer to **OFFER CUSTODIAN / DESC-PLC, RM 3821**, and FAX: (703) 767-8506.
- D. AMENDMENTS:** Offerors must acknowledge receipt of any and all amendments to this solicitation by completing Block 8 and signing and returning the amendment with your offer.
- E. MASTER SOLICITATION:** This is a Master Solicitation containing the terms and conditions that will be incorporated into resultant contract awards and any resultant awards from future supplemental solicitations. It is essential that this Master Solicitation be retained for offering on this and all supplemental solicitations that may be issued for this program throughout the ordering period.
- F. OFFER SUBMISSION PACKAGE (OSP):** Offerors are responsible for reviewing all clauses in the solicitation, the general information on this DD Form 1707 and the "Offer Submission Package," which contains all clauses that require the offeror to fill in information. Please complete and submit the original OSP in its entirety as your offer. **Any certification clauses not pertaining to your company should be annotated 'N/A'.** Any certification clauses added and/or revised in any amendment(s) issued to this solicitation must be completed and returned. These clauses may or may not require fill-in certification, however, they will be incorporated into any resultant contract..
- G. AWARD WITHOUT DISCUSSIONS:** Offerors are directed to paragraph (m) of Clause L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) DESC JAN 2005). While the government intends to evaluate offers in accordance with the M72.02 clauses, and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Therefore, offerors are advised to submit their best prices with their initial offer. If the Contracting Officer determines that negotiations are necessary, the Government will then evaluate proposals and award contracts after discussions are officially closed with offerors whose proposals have been determined to be within the competitive range.
- H.** Any contract awarded to a contractor, who at the time of award was suspended, debarred, or ineligible for receipt of contract with Government Agencies or in receipt of proposed debarment from any Government Agency, is voidable at the option of the Government.
- I. ECONOMIC PRICE ADJUSTMENTS (EPAs):** Please refer to Clause B19.19, ECONOMIC PRICE ADJUSTMENT (PC&S). Offerors should use the preferred publication from B19.19 as the escalation reference for their offer prices. The BASE REFERENCE DATE for this solicitation is July 11, 2005. Contract prices will change weekly based upon updated reference publications. Please note that price changes are not based on product costs. After award DESC will post updated weekly contract prices under "Doing Business with DESC" on the DESC homepage at [www.desc.dla.mil](http://www.desc.dla.mil). Economic Price Adjustment for Biodiesel falls under the heading NO. 2 Distillate Low Sulfur for the COG 7 Petroleum Market Area in Clause B19.19. For Ethanol items (E85) refer to Clause B19.27-3 **ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (ETHANOL) (DESC JUN 2002)**. All offerors should ensure that their initial proposals are based on the reference price in effect on 11 July 2005. Offerors are requested to submit their offer on the appropriate Offeror Pricing Data Sheets
- J. OXYGENATED/NON-OXYGENATED GASOLINE ITEMS:** Prices for oxygenated/non-oxygenated items will be adjusted during the oxygenated and non-oxygenated periods to allow for the difference in reference prices between the two periods. See Clause C16.69-7 for specific oxygenated periods.
- K. BIODIESEL CERTIFICATIONS:** In accordance with Clause C16.27, offerors for biodiesel are required to submit a suppliers EPA registration for their B100 supply. If you are supplying a suppliers EPA registration, a letter is required from the supplier stating that the product will be provided from their terminal/refinery. These documents must be provided along with your offer.
- L. GASOHOL / GASOLINE:** When offering on Gasoline/Gasohol items, please be aware that offers may be submitted on gasoline, gasohol, or both. GASOLINE ITEMS ARE ALTERNATE TO THE CORRESPONDING GASOHOL ITEM and the same estimated quantity listed under the gasohol item will apply to the gasoline item. **If you are not capable of providing gasohol for the entire contract period, you should offer on the corresponding gasoline item only.** If you offer on both gasoline/gasohol, award will be made for the product based on the best overall value to the Government.
- M. ORDERING PERIOD:** With the exception of Biodiesel, the ordering period for contracts awarded under this solicitation is 01 September 2005 through 31 July 2009. Quantities stated in the SCHEDULE are estimated five-year requirements with the exception of Biodiesel which are two-year. **BIODIESEL ITEMS WILL BE AWARDED FOR TWO-YEAR CONTRACT PERIODS ONLY.**
- N. PERIOD FOR ACCEPTANCE OF OFFERS:** Pursuant to Clause L2.05-5, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S), offerors agrees to hold the prices in their offers firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- O. PRICE CHANGE MODIFICATIONS** will no longer be mailed. Updated prices are available on the DESC Web Site under "**Doing Business with DESC**". See PART A, Subparagraph (c)(3) of Clause B19.27 **ECONOMIC PRICE ADJUSTMENT - ESTABLISHED CATALOG PRICE**.

**P. TAX AND FEE INFORMATION:** Applicability of various Federal, State, and Local taxes is governed by the following clauses:

- I28.01 FEDERAL, STATE, AND LOCAL TAXES (DEVIATION)
- I28.02-2 FEDERAL, STATE, AND LOCAL TAXES/FEES EXCLUDED FROM CONTRACT PRICE
- I28.03-2 TAX EXEMPTION CERTIFICATES

Note: Offerors are responsible for ensuring that all applicable state taxes and fees are included in their offer prices, as appropriate. To view the **Current State Fuel Tax Compilation** on DESC's home page, please click on "Doing Business with DESC" at <http://www.desc.dla.mil>. The taxes addressed in this listing are a guide and the accuracy is not guaranteed. The offeror is responsible for confirming the applicability of tax and tax rates with the state or local tax authority in question.

(1) **DO NOT INCLUDE** any Federal Excise Taxes (FET) in your offer prices. Include the FET as a separate line item on the Contractor's invoice. For ethanol, tax is imposed on delivery into the fuel supply tank of the vehicles, unless DESC furnishes a written statement to the Contractor stating entire quantity for fuel is for a nontaxable use.

(2) **INCLUDE** State and Local environmental, oil spill taxes, and inspection fees in your offer prices, unless an exemption applies.

**Q. SITE VISITS:** You are directed to Clause L54, SITE VISIT, where it is indicated that it is the responsibility of the offeror to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. DESC encourages all potential offerors to call or visit the sites in which they intend to submit an offer.

**R. CENTRAL CONTRACTOR REGISTRATION (CCR):** is required prior to contract award. Clause I1.07, REQUIRED CENTRAL REGISTRATION, requires contractors to register in the Department of Defense (DOD) Central Contractor Registration (CCR) database. The CCR is a central repository of trading partner information about firms qualified to conduct business with the Federal Government. Contractors register on a one time basis and confirm on an annual basis that their CCR registration is complete and accurate. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via Internet at [www.ccr.gov](http://www.ccr.gov).

**S. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING:** Please insert your CAGE code in Block 17a of the SF 1449, in the space marked "Facility Code: If you have not been assigned a CAGE code, insert the word "None" in the block.

**T. DUNS NUMBER:** Include your company Data Universal Numbering System Number on the price Data Sheet of your Offeror Submission Package.

**U. LATE OFFERS:** Please note that offers must be received by 8 August 2005, 3:00 pm, local time, Ft. Belvoir, VA. Any offer that is received after 3:00 pm will be considered "late" and, therefore, may be determined unacceptable. See Clause L2.05-5 **INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS**, subparagraph (h) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

**V. BEST OVERALL VALUE:** Please be advised that the Government will now be awarding contracts to the responsible offeror(s) that represent the "Best Overall Value". The Government will evaluate each offeror's record of past performance, the offeror's commitment to using small, small disadvantaged, veteran owned, service disabled veteran owned and women-owned small businesses in the performance of any resultant contract, as well as price and other price related factors. All offerors are required to complete the Contractor Performance Data Sheet (Attachment II) and to submit a written socioeconomic plan. For more information, your attention is invited to the following clauses:

- L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC JAN 2001)
- M72.02 EVALUATION FACTORS FOR BEST OVERALL VALUE (DOMESTIC) (DESC JUL 2003)

**W. Clauses identified as IBR in Index:** Some clauses available in the Federal Acquisition Regulation (FAR), the DOD FAR SUPPLEMENT (DFARS), and the Defense Logistics Acquisition Directive 4105.1 (DLAD), have been incorporated by reference (IBR). If your company cannot access these clauses on the WEB, you may request a copy from Mrs. Georgia Dotson, (703) 767-9527.

**X. SMALL BUSINESSES:** Please direct any questions regarding Small Business, Small Disadvantaged Business, HUBZone Small Business, etc, to Kathy Williams, Associate Director of Small Business, of the DESC Small Business Office at (800)523-2601 or (703)767-9465. Note that All Offerors are required to submit the Socioeconomic Commitment Evaluation Sheet provided as an attachment to the OSP. However, if you are a large business, you are also required to submit the necessary subcontracting plan as required by FAR Clause 52.219-9 and DFARS Clause 252.219-703, both incorporated by reference per clause I1.04 of this solicitation, in addition to the Socioeconomic Commitment Evaluation Sheet.

**Y. SMALL DISADVANTAGED BUSINESS PRICE EVALUATION ADJUSTMENT (PEA) PURSUANT TO FAR 19.11:**

1. Department of Defense (DoD): In accordance with the Office of the Under Secretary of Defense, DoD has achieved the five percent goal established by subsection 2323 of title 10, United States Code (U.S.C.). Therefore, the use of the price evaluation adjustment prescribed in FAR 19.11 and DFARS 219.11 is suspended for DoD. This suspension applies to all solicitations issued from February 24, 2005 to February 23, 2006.
2. Federal Civilian Agencies (FEDCIV): The SDB price evaluation adjustment only applies to NASA, Coast Guard and Federal Civilian Agencies identified in the SCHEDULE portion of Clause B1.01 by the term "FEDAAC". Please refer to Clause I174.06 MANUFACTURING AND FILLING POINTS (UNRESTRICTED), which is included in full text in the solicitation. Clause I174.06 requires a SDB to provide only product manufactured/refined by a small business manufacturer/refinery. The Price Data Sheets For Evaluation Preference (Attachment B) must be used by any SDB who wishes to receive an SDB price adjustment. Offerors are reminded to submit the following information with their offer:
  - (a) Name(s) and address(es) of the small business manufacturer(s)/refiner(ies);
  - (b) Refinery points of contact;
  - (c) Name(s) and address(es) of the filling point(s) (if different from refinery(ies));
  - (d) Copy(ies) of the supply commitment(s)/agreement(s) from the proposed small business manufacturer(s)/refinery(ies), which state, as a minimum, the type of product, total quantities of product for all items offered, and contract ordering period; and
  - (e) Copy of agreement from the proposed transportation company(ies).

**Z. SUBCONTRACTING PLAN REQUIREMENT**: In accordance with Clause I171.01-2, large businesses that receive a contract award of more than \$500,000 must submit an approved subcontracting plan. For additional information regarding submitting and/or administering the Subcontracting Plan, please contact Ms. Kathy Williams at (703)767-9400 or (800)523-2601, or by email at [Kathy.s.williams@dla.mil](mailto:Kathy.s.williams@dla.mil).

**AA. CREDIT CARD PAYMENT (Federal Civilian Items Only)**: If the delivery narratives state that payment by credit card is authorized, payment for Federal Civilian items will be made using a government credit card. The offeror is reminded to include all costs associated to credit card payment within the offerors price. In addition, the offerors attention is directed towards Clause G160, PAYMENT BY CREDIT CARD (FEDERAL CIVILIAN AGENCIES), of this solicitation.

**BB.** Please include your E-MAIL ADDRESS and company WEB SITE ADDRESS (if you have one) in Block 17a, SF 1449, with your offer.

**CC. POINTS OF CONTACT:**

Small Business Information  
Kathy Williams, Small Business Specialist  
(800) 523-2601 or (703)767-9465

Emergency Situations After Duty Hours  
Command Control Center (CCC)  
(703)767-8420 or (800)2 TOPOFF

Information Regarding Solicitation SP0600-04-R-0094-0001:

Georgia Dotson..... (703) 767-9527  
Jan Bonnet..... (703) 767-9526  
Ted Jones..... (703) 767-9535

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER <b>SP0600-04-1200 &amp; 1201</b>		PAGE 1 OF <b>47</b>	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-04-R-0094-0001</b>	
6. SOLICITATION ISSUE DATE <b>Jul 21, 2005</b>		7. FOR SOLICITATION INFORMATION CALL: ▶		a. NAME <b>Georgia Dotson</b>		b. TELEPHONE NUMBER (no collect calls) <b>(703) 767-9527</b>	
8. OFFER DUE DATE/LOCAL TIME <b>August 8, 2005 @ 3:00 P.M. LOCAL TIME FT. BELVOIR, VA</b>		9. ISSUED BY <b>DESC-PLC/GEORGIA DOTSON /JAN BONNET</b> <b>DEFENSE ENERGY SUPPORT CENTER</b> <b>8725 JOHN J. KINGMAN ROAD, SUITE 4950</b> <b>FORT BELVOIR, VA 22060-6222</b>  <b>E-MAIL: <a href="mailto:Georgia.Dotson@dla.mil">Georgia.Dotson@dla.mil</a></b> <b>PHONE: (703) 767-9527</b> <b>FACSIMILE: (703) 767-8506</b> <b>P.P. 3.27</b>		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) <b>NAICS: 424720</b> <b>SIZE STANDARD: 500</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS  MARKED <input type="checkbox"/> SEE SCHEDULE	
12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO <b>SEE SCHEDULE</b>		16. ADMINISTERED BY <b>SEE BLOCK 9</b>		17a. CONTRACTOR/OFFEROR BIDDER CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	
17a. FACILITY CODE		17a. CAGE CODE		18a. PAYMENT WILL BE MADE BY		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES <b>SEE CLAUSES B1.01 &amp; B1.01-2</b> (Attach additional Sheets as Necessary)		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER		38. S/R ACCOUNT NO.	
39. S/R VOUCHER NO.				40. PAID BY		42a. RECEIVED BY (Print)	
42b. RECEIVED AT (Location)				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## **CONTINUATION OF STANDARD FORM 1449**

This is RFP Solicitation SP0600-04-R-0094-0001 under Customer Organized Group 7 (COG 7), PC&S, Purchase Program 3.27. This solicitation incorporates the terms and conditions of Solicitation SP0600-04-R-0094 (COG 7) issued on April 21, 2004 including Amendments 0001 through 0008, with the exception of clause deletions and additions reflected herein.

If an Offer Submission Package (OSP) was submitted under Solicitation SP0600-04-R-0094, then an OSP is not required for Solicitation SP0600-04-R-0094-0001. However, your offer shall state:

- A. "The offeror agrees to the terms and conditions of RFP SP0600-04-R-0094 as amended."
- B. "Our certifications and representations submitted under Solicitation SP0600-04-R-0094 are current, accurate, complete and remain valid with this offer."

If you have changes to any of your certifications or representations, please identify and complete the specific OSP clause(s) in your offer. If you did not offer under SP0600-04-R-0094 and or do not have a copy of SP0600-04-R-0094 and Amendments 0001 through 0008, copies can be obtained by downloading these documents at: <http://www.desc.dla.mil/DCM/DCMSolic.asp?SolicID=687>

The following Clauses/Provisions are hereby deleted from solicitation SP0600-04-R-0094.

- K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (JAN 2004/APR 2002/OCT 2000)
- L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) (DESC JAN 2004)
- I1.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC OCT 2003)
- I1.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2002)
- L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC JUN 1997)
- C16.27 FUEL, BIODIESEL (B20) (DESC MAR 2004)
- E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC AUG 2003)
- F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC MAY 2000)
- F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DESC JUN 1997)
- G150.06. SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC JUL 2003)
- G150.06-1 SUBMISSION OF INVOICES FOR PAYMENT (AF SITES) (DESC OCT 2001)
- G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC JUN 2003)
- I1.03-9 CONTRACT TERMS & CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) ADDENDUM (DESC MAR 2002) 1
- I28.02-2 FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE (DESC OCT 2003)
- I171.01-2 SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (JAN 1999/JAN 1999)
- I238.02 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)
- I240.01 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALTERNATE I) (JUN 2003)



In addition, the following clauses are added to solicitation SP0600-04-R-0094 and are included in full text:

<b>K1.01-10</b>	<b>OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (MAR 2005/APR 2002/OCT 2000)</b>
<b>L2.05-5</b>	<b>INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&amp;S) (DESC JAN 2005)</b>
<b>I1.03-8</b>	<b>CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DOMESTIC PC&amp;S) (PORTS INTERNET APPLICATION) (DESC FEB 2005)</b>
<b>I1.03-9</b>	<b>CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&amp;S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2005)</b>
<b>I1.04</b>	<b>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (JUL 2005)</b>
<b>I1.05</b>	<b>CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)</b>
<b>L117</b>	<b>NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (PC&amp;S) (DESC APR 2005)</b>
<b>C16.27</b>	<b>FUEL, BIODIESEL (B20) (DESC APR 2005)</b>
<b>E22</b>	<b>LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC OCT 2004)</b>
<b>F1.09-2</b>	<b>DETERMINATION OF INVOICE QUANTITY (PC&amp;S) (DESC JUL 2005)</b>
<b>F3.03</b>	<b>NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (PC&amp;S) (DESC APR 2005)</b>
<b>G150.06</b>	<b>SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&amp;S) (DESC MAR 2005)</b>
<b>G150.06-1</b>	<b>SUBMISSION OF INVOICES FOR PAYMENT (AF SITES) (DESC MAR 2005)</b>
<b>G150.11</b>	<b>SUBMISSION OF INVOICES BY FACSIMILE (DESC MAY 2005)</b>
<b>I28.02-2</b>	<b>FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC APR 2005)</b>
<b>I238.02</b>	<b>NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)</b>



## INDEX

### SCHEDULE

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B1.01-2	SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)	

### PREAWARD

CLAUSE NO.	CLAUSE TITLE	PAGE
K1.01-10	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (MAR 2005/JAN 2004/APR 2002/OCT 2000)	
L2.05-5	INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) (DESC JAN 2005)	

### POSTAWARD

CLAUSE NO.	CLAUSE TITLE	PAGE
I1.03-3	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC JAN 2004)	
I1.03-8	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC FEB 2005)	
I1.05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)	IBR
I1.03-9	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2005)	

### ADDENDUM 1 – REGULATORY SOLICITATION PROVISIONS AND CLAUSES

CLAUSE NO.	CLAUSE TITLE	PAGE
L117	NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT (DOMESTIC PC&S) (DESC APR 2005)	

### LIST OF ATTACHMENTS

#### THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION

#### TITLE

DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS  
SF1449, SOLICITATION/ORDER OF COMMERCIAL ITEMS  
STATE LISTING OF SOLICITED ITEMS  
OFFEROR SUBMISSION PACKAGE (OSP)

#### LOCATION

COVER SHEET  
PAGE 1  
ATTACHED  
ATTACHED

## **ADDENDUM 2 - POSTAWARD CONTRACT CLAUSES**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE</b>
B19.19	ECONOMIC PRICE ADJUSTMENT (PC&S) (DESC APR 2005)	
C16.27	FUEL, BIODIESEL (B20) (DESC APR 2005)	
C16.69	FUEL SPECIFICATIONS (PC&S) (DESC JAN 2005)	

## **ADDENDUM 2 - POSTAWARD CONTRACT CLAUSES (CONT'D)**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE</b>
E22	LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC OCT 2004)	
F1.09-2	DETERMINATION OF QUANTITY (PC&S) (DESC JUL 2005)	
F3.03	NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (DOMESTIC PC&S) (DESC APR 2005)	
G150.06.	SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC MAR 2005)	
G150.06-1	SUBMISSION OF INVOICES FOR PAYMENT (AF SITES) (DESC MAR 2005)	

## **ADDENDUM 2 - POSTAWARD CONTRACT CLAUSES (CONT'D)**

<b>CLAUSE NO.</b>	<b>CLAUSE TITLE</b>	<b>PAGE</b>
G150.11	SUBMISSION OF INVOICES BY FACSIMILE (DESC MAY 2005)	
I1.03-9	CONTRACT TERMS & CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) ADDENDUM (DESC MAR 2005)	
I28.02-2	FEDERAL, STATE, AND LOCAL TAXES EXCLUDED FROM CONTRACT PRICE (DESC APR 2005)	
I238.02	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)	



**B1.01 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (DESC MAR 1999)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) Written telecommunication (facsimile) is authorized for transmittance of a properly completed order. In an emergency, oral orders may be issued but must be confirmed in writing by an order within 24 hours.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG 7) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.

(1) **IFBs.** Any bids received for less than the full quantity for each line item will be considered nonresponsive and will be rejected by the Government.

(2) **RFPs.** Any offers received for less than the full quantity for each line item will be rejected by the Government.  
(DESC 52.207-9F45)

ITEM NUMBER		ESTIMATED QUANTITY UI
	----- STATE OF ARIZONA -----  TUBA CITY, AZ, DI, BIA, WESTERN NAVAJO AGENCY, BR OF ROADS, TUBA CITY ROADS YARD COCONINO COUNTY DELIVERY FEDAAC: 1481K8 ORDERING OFFICE: 520-283-6345	
C32-68	DIESEL FUEL #2, LOW SULF (LS2)  TANK WAGON (TW), INTO 2/4,000 GALLON TANK ANTICIPATE 0% ON HIGHWAY USE  ----- STATE OF CALIFORNIA -----  BERKELEY CA, DOE, ERNEST ORLANDO LAWRENCE NATIONAL LABORATORY, 1 CYCLOTRON ROAD, BLDG 76 FUEL DOCK ALAMEDA COUNTY DELIVERY FEDAAC: 899101 BILLING FEDAAC : 899101 ORDERING OFFICE: 510-486-5475	133,300 GL
D34-E8	FUEL ETHANOL (E85) (E8)  TANK WAGON (TW), INTO 1/4,000 GALLON ABOVE GROUND TANK(S) ANTICIPATE 0% ON HIGHWAY USE METERED DELIVERY TICKET REQUIRED DELIVERY HOURS: 0700-1530 MONDAY THRU FRIDAY EXCLUDING HOLIDAYS	130,000 GL

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF CALIFORNIA  
-----

BIG CREEK,  
CA, DA, FOR SVC, SIERRA NATIONAL FOREST, HIGH SIERRA RANGER  
DISTRICT, BIG CREEK STATION, 65 MI NE OF FRESNO  
FRESNO COUNTY  
DELIVERY FEDAAC: 129AMH  
ORDERING OFFICE: 209-297-0706 EXT 4836

D42-BD	BIODIESEL B20 (BDI) MUST COMPLY WITH CLAUSE C16.27	2,000 GL
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TANK WAGON (TW), INTO  
1/500 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 0% ON HIGHWAY USE  
EST QTY IS FOR TWO YEARS (DOA - JAN 2007)

CAMPO,  
CA, DHS, INS, BORDER PATROL STA, 995 PARKER  
SAN DIEGO COUNTY  
DELIVERY FEDAAC: 159101  
ORDERING OFFICE: 619-478-2421

D90-08	RFG REGULAR UNLEADED (MRR)	1,066,400 GL
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TANK TRUCK (TT), W/PUMP INTO  
1/10,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 0% ON HIGHWAY USE  
MINIMUM DELIVERY: 6,500 GALLONS  
DELIVERY REQUIRED 24 HOURS, 7 DAYS PER WEEK,  
INCLUDING HOLIDAYS  
NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT  
CARD IN ACCORDANCE WITH CLAUSE G160. IF THIS LINE  
ITEM SHOULD BECOME DESC FUNDED AND PAID BY DESC IN  
THE FUTURE, AUTHORIZATION FOR PAYMENT BY CREDIT  
CARD WILL BE TERMINATED AND ANY INCREASE IN PRICE  
AS A RESULT OF CREDIT CARD PAYMENT SHALL BE  
REDUCED FROM THE UNIT PRICE.

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

DEATH VALLEY,  
CA, DI, NATL PK SVC, DEATH VALLEY NATL PARK, 28 MI W ON #190  
INYO COUNTY  
DELIVERY FEDAAC: 149105  
ORDERING OFFICE: 760-786-3276

E38-68      DIESEL FUEL #2, LOW SULF (LS2)      116,600   GL

TANK TRUCK (TT), INTO  
1/10,000 GALLON BELOW GROUND TANK  
1/800 GALLON ABOVE GROUND TANK(S) LOCATED AT  
SCOTTY'S CASTLE, APPROX 50 MILES NORTH OF THE  
10,000 GAL TANK. CONTACT THE ORDERING OFFICE FOR  
EXACT LOCATION. THIS TANK WILL ALWAYS BE FILLED  
IN CONJUNCTION WITH THE 10,000 GAL TANK.  
ANTICIPATE 0% ON HIGHWAY USE  
LOADING RACK METERED DELIVERY TICKET REQUIRED  
MULTIPLE DROP

EDWARDS AFB  
CA, , AERO CLUB 95 MSG/SVRA BLDG 320, SOUTH BASE COMPLEX.  
DIRECTIONS TO TANK: 1. OFF HWY 58 ONTO EDWARDS AFB LANCASTER BLVD,  
TURN LEFT ON JONES RD TO BLDG 320 OR 2. OFF HWY 14 ONTO EDWARDS AFB  
ROSAMOND BLVD, TURN RIGHT ON LANCASTER BLVD, TURN LEFT ON JONES RD  
TO BLDG 320.  
KERN COUNTY  
DELIVERY FEDAAC: AEROCL  
BILLING FEDAAC : AEROCL  
ORDERING OFFICE: 661-275-2376

E59-10      GASOLINE, AVIATION (100LL)      177,600   GL

TANK WAGON (TW), W/WET HOSE, VAPOR RECOVERY HOSE  
AND CONNECTORS FOR 3 INCH TANK OFF LOAD HEADERS  
CONNECTION INTO  
1/4,000 GALLON ABOVE GROUND TANK(S)  
METERED DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0800-1400 MONDAY THRU FRIDAY  
EXCLUDING HOLIDAYS

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

EL CAJON,  
 CA, DHS, INS, BORDER PATROL STATION, 225 KENNEY STREET  
 SAN DIEGO COUNTY  
 DELIVERY FEDAAC: 1591C7  
 ORDERING OFFICE: 619-448-0525

E66-08      RFG REGULAR UNLEADED (MRR)      1,320,000    GL

TANK TRUCK (TT), INTO  
 1/10,000 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE  
 MINIMUM DELIVERY: 6,500 GALLONS  
 DELIVERY REQUIRED 24 HOURS, 7 DAYS PER WEEK,  
 INCLUDING HOLIDAYS  
 NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT  
 CARD IN ACCORDANCE WITH CLAUSE G160. IF THIS  
 LINE ITEM SHOULD BECOME DESC FUNDED AND PAID BY DESC  
 IN THE FUTURE, AUTHORIZATION FOR PAYMENT BY CREDIT  
 CARD WILL BE TERMINATED AND ANY INCREASE IN  
 PRICE AS A RESULT OF CREDIT CARD PAYMENT SHALL BE  
 REDUCED FROM THE UNIT PRICE.

ELVERTA  
 CA, DOE, WESTERN AREA POWER ADMINISTRATION, SIERRA NEVADA REGION,  
 7940 SORENTO RD  
 SACRAMENTO COUNTY  
 DELIVERY FEDAAC: 899177  
 ORDERING OFFICE: 916-353-4567

E84-BD      BIODIESEL B20 (BDI)      16,000    GL  
 MUST COMPLY WITH CLAUSE C16.27

TANK WAGON (TW), INTO  
 1/1,500 GALLON ABOVE GROUND TANK(S)  
 1/1,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY HOURS: 0700-1500 MONDAY THRU FRIDAY  
 EXCLUDING HOLIDAYS  
 \*\*NOTE: PAYMENT WILL BE MADE BY GOVERNMENT  
 CREDIT CARD IN ACCORDANCE WITH CLAUSE G160  
 EST QTY IS FOR TWO YEARS (DOA - JAN 2007)



ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

## KLAMATH

CA, DI, NATL PARK SVC, REDWOOD NATIONAL AND STATE PARKS, 1409 P J  
MURPHY DRIVE

DEL NORTE COUNTY

DELIVERY FEDAAC: 14910A

ORDERING OFFICE: 707-464-6101 EXT 5072

F72-BD	BIODIESEL B20 (BDI) MUST COMPLY WITH CLAUSE C16.27	15,000 GL
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TANK WAGON (TW), INTO  
1/1,500 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
METERED DELIVERY TICKET REQUIRED  
DELIVERY HOURS: 0700-1730 MONDAY THRU THURSDAY  
EXCLUDING HOLIDAYS  
EST QTY IS FOR TWO YEARS (DOA - MAR 2007)

## MARIPOSA

CA, DA, FOREST SVC, SIERRA NATL FOREST, BSS LAKE RANGER DISTRICT,  
JERSEYDALE STATION, 12 MI NE

MADERA COUNTY

DELIVERY FEDAAC: 129ABJ

BILLING FEDAAC : 129ABJ

ORDERING OFFICE: 559-297-0706 EXT 4836

G20-BD	BIODIESEL B20 (BDI) MUST COMPLY WITH CLAUSE C16.27	3,000 GL
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TANK WAGON (TW), INTO  
1/1,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
EST QTY IS FOR TWO YEARS (DOA - MAR 2007)

## NORTH FORK,

CA, DA, FOR SVC, SIERRA NATL FOREST, BASS LAKE RANGER DISTRICT, 45  
MI NE OF FRESNO VIA ST HWY 41

MADERA COUNTY

DELIVERY FEDAAC: 129AHH

ORDERING OFFICE: 209-297-0706 EXT 4836

G74-BD	BIODIESEL B20 (BDI) MUST COMPLY WITH CLAUSE C16.27	22,000 GL
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TANK WAGON (TW), INTO  
1/2,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
EST QTY IS FOR TWO YEARS (DOA - MAR 2007)

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

NORTH FORK,  
CA, DA, FOR SVC, SIERRA NATL FOREST, BASS RANGER DIST, MINARETS WORK  
CENTER, APPROX 45 MI NE  
MADERA COUNTY  
DELIVERY FEDAAC: 129AHH  
ORDERING OFFICE: 209-297-0706 EXT 4836

G78-BD      BIODIESEL B20 (BDI)      5,000    GL  
MUST COMPLY WITH CLAUSE C16.27

TANK WAGON (TW), INTO  
1/1,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
EST QTY IS FOR TWO YEARS (DOA - MAR 2007)

SAN DIEGO,  
CA, DHS, INS, BORDER PATROL, BROWN FIELD STATION, 7560 BRITANNIA  
SAN DIEGO COUNTY  
DELIVERY FEDAAC: 159128  
ORDERING OFFICE: 619-661-3140

D62-08      RFG REGULAR UNLEADED (MRR)      900,000    GL

TANK TRUCK (TT), W/PUMP INTO  
2/12,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY REQUIRED 24 HOURS, 7 DAYS PER WEEK,  
INCLUDING HOLIDAYS  
NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT  
CARD IN ACCORDANCE WITH CLAUSE G160. IF THIS LINE  
ITEM SHOULD BECOME DESC FUNDED AND PAID BY DESC IN  
THE FUTURE, AUTHORIZATION FOR PAYMENT BY CREDIT  
CARD WILL BE TERMINATED AND ANY INCREASE IN PRICE  
AS A RESULT OF CREDIT CARD PAYMENT SHALL BE  
REDUCED FROM THE UNIT PRICE.

SAN DIEGO,  
CA, DHS, INS, BORDER PATROL, 1802 SATURN BLVD, IMPERIAL BEACH  
SAN DIEGO COUNTY  
DELIVERY FEDAAC: 1591Y3  
ORDERING OFFICE: 619-216-4000

J56-08      RFG REGULAR UNLEADED (MRR)      1,584,000    GL

TANK TRUCK (TT), INTO  
1/12,000 GALLON BELOW GROUND TANK  
ANTICIPATE 100% ON HIGHWAY USE  
DELIVERY REQUIRED 24 HOURS, 7 DAYS PER WEEK,  
INCLUDING HOLIDAYS  
NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT  
CARD IN ACCORDANCE WITH CLAUSE G160. IF THIS  
LINE ITEM SHOULD BECOME DESC FUNDED AND PAID BY DESC  
IN THE FUTURE, AUTHORIZATION FOR PAYMENT BY CREDIT  
CARD WILL BE TERMINATED AND ANY INCREASE IN  
PRICE AS A RESULT OF CREDIT CARD PAYMENT SHALL BE  
REDUCED FROM THE UNIT PRICE.

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

SANGER,  
CA, DA, FOR SVC, SIERRA NATL FOR, HIGH SIERRA RANGER DIST, TRIMMER  
STA 45 MI NEOF FRESNO VIA BELMONT AVE TRIMMER SP RD  
FRESNO COUNTY

DELIVERY FEDAAC: 129A45  
ORDERING OFFICE: 209-297-0706 EXT 4836

J30-BD      BIODIESEL B20 (BDI)      7,000   GL  
MUST COMPLY WITH CLAUSE C16.27

TANK WAGON (TW), INTO  
1/1,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
EST QTY IS FOR TWO YEARS (DOA - JAN 2007)

SHAVER LAKE  
CA, DA, FOREST SVC, SIERRA NATL FOREST, HIGH SIERRA RANGER STATION,  
DINKEY CREEK WORK CENTER, 10 MI SE ON DINKEY CREEK ROAD  
FRESNO COUNTY

DELIVERY FEDAAC: 129A45  
BILLING FEDAAC : 129A45  
ORDERING OFFICE: 559-297-0706 EXT 4836

K09-BD      BIODIESEL B20 (BDI)      1,280   GL  
MUST COMPLY WITH CLAUSE C16.27

TANK WAGON (TW), INTO  
1/500 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
EST QTY IS FOR TWO YEARS (DOA - MAR 2007)

SHAVER LAKE  
CA, DA, SIERRA NATL FOREST, HIGH SIERRA RANGER STATION, KOKANEE WORK  
CENTER, 12 MI NE ON HWY 168  
FRESNO COUNTY

DELIVERY FEDAAC: 129A45  
BILLING FEDAAC : 129A45  
ORDERING OFFICE: 559-297-0706 EXT 4836

K11-BD      BIODIESEL B20 (BDI)      1,480   GL  
MUST COMPLY WITH CLAUSE C16.27

TANK WAGON (TW), INTO  
1/500 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
EST QTY IS FOR TWO YEARS (DOA - MAR 2007)

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

## SHAVER LAKE

CA, DA, FOREST SVC, SIERRA NATL FOREST, HIGH SIERRA RANGER STATION,  
 BLUE CANYON WORK CENTER, MID WAY BETWEEN SHAVER LAKE AND THE TRIMMER  
 RANGER STATION ON THE BIG CREEK RD  
 FRESNO COUNTY

DELIVERY FEDAAC: 129A45  
 BILLING FEDAAC : 129A45  
 ORDERING OFFICE: 559-297-0706 EXT 4836

K12-BD      BIODIESEL B20 (BDI)      3,000   GL  
              MUST COMPLY WITH CLAUSE C16.27

TANK WAGON (TW), INTO  
 1/500 GALLON TANK  
 ANTICIPATE 0% ON HIGHWAY USE  
 EST QTY IS FOR TWO YEARS (DOA - MAR 2007)

YOSEMITE NATL PARK,  
 CA, DI, (EL PORTAL), NATL PK SVC, 18 MI W OF YOSEMITE VALLEY  
 MARIPOSA COUNTY

DELIVERY FEDAAC: 149103  
 ORDERING OFFICE: 209-379-1040

L11-70      DIESEL FUEL #2, HIGH SUL (HS2)      180,000   GL

TANK WAGON (TW), W/2" KAMVALOCK (OPW) 1611  
 ADAPTER INTO  
 1/4,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 0% ON HIGHWAY USE  
 ALL DELIVERIES MUST BE VERIFIED BY AN USG  
 REPRESENTATIVE AT TIME OF DELIVERY IAW FAR 32.905  
 "PAYMENT DOCUMENTATION AND PROCESS"

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEVADA  
-----

## MERCURY

NV, DOE, BECHTEL NEVADA/NNSA, WAREHOUSE 160  
NYE COUNTYDELIVERY FEDAAC: 899338  
BILLING FEDAAC : 899338  
ORDERING OFFICE: 702-295-7429

M50-24      GASOHOL, REG UNL (GUR)      3,250,000    GL

TANK TRUCK (TT), INTO  
1/26,000 GALLON ABOVE GROUND TANK(S)  
2/12,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1600 MONDAY THRU THURSDAY  
EXCLUDING HOLIDAYS  
TRUCK DRIVER MUST BE A U.S. CITIZEN

M50-28      GASOLINE, REG UNL (MUR)      0    GL

TANK TRUCK (TT), INTO  
1/26,000 GALLON ABOVE GROUND TANK(S)  
2/12,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1600 MONDAY THRU THURSDAY  
EXCLUDING HOLIDAYS  
TRUCK DRIVER MUST BE A U.S. CITIZEN  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
M50-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

## MERCURY

NV, DOE, BECHTEL NEVADA/NNSA, WAREHOUSE 160  
NYE COUNTYDELIVERY FEDAAC: 899338  
BILLING FEDAAC : 899338  
ORDERING OFFICE: 702-295-7429

M50-68      DIESEL FUEL #2, LOW SULF (LS2)      500,000    GL

TANK TRUCK (TT), INTO  
1/10,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1600 MONDAY THRU THURSDAY  
EXCLUDING HOLIDAYS  
TRUCK DRIVER MUST BE A U.S. CITIZEN

M50-94      DIESEL FUEL, LS#2 (DYED) (LSS)      500,000    GL

TANK TRUCK (TT), INTO  
4/6,000 GALLON BELOW GROUND TANK  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0730-1600 MONDAY THRU THURSDAY  
EXCLUDING HOLIDAYS  
TRUCK DRIVER MUST BE A U.S. CITIZEN

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEVADA  
-----

M50-BD	BIODIESEL B20 (BDI) MUST COMPLY WITH CLAUSE C16.27	1,180,000 GL
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TANK TRUCK (TT), INTO  
 1/99,000 GALLON ABOVE GROUND TANK(S)  
 2/10,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY HOURS: 0730-1600 MONDAY THRU THURSDAY  
 EXCLUDING HOLIDAYS  
 TRUCK DRIVER MUST BE A U.S. CITIZEN  
 EST QTY IS FOR TWO YEARS (DOA - MAR 2007)

M50-E8	FUEL ETHANOL (E85) (E8)	500,000 GL
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TANK TRUCK (TT), INTO  
 1/10,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY HOURS: 0730-1600 MONDAY THRU THURSDAY  
 EXCLUDING HOLIDAYS  
 TRUCK DRIVER MUST BE A U.S. CITIZEN

**B1.01-2 SUPPLIES TO BE FURNISHED (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 1999)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) All items of this contract call for delivery f.o.b. destination unless the item otherwise specifies. The destination for each item is the point of delivery shown in the particular item.

(c) Oral orders may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(d) If any gasoline items are included in this document, they may require oxygenated fuel as a result of changes in environmental laws. See the SPECIFICATIONS (CONT'D) (COG \_\_) clause for a listing of counties, cities, and townships that require oxygenated gasoline during the period listed.

(e) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item.  
(DESC 52.207-9F00)

-----  
STATE OF ARIZONA  
-----

YUMA  
AZ, NAVY, USMC, AIR STATION  
YUMA COUNTY  
DELIVERY DODAAC: N62974  
BILLING DODAAC : N62974  
ORDERING OFFICE: 520-269-2478

505-BD	BIODIESEL B20 (BDI) MUST COMPLY WITH CLAUSE C16.27 ***PORTS ACTIVE***	143,500 GL
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TANK TRUCK (TT), W/ PUMP INTO  
4/12,000 GALLON TANKS  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0600-1200 MONDAY THRU FRIDAY  
THIS FUEL IS CAPITALIZED  
EST QTY IS FOR TWO YEARS (DOA - MAR 2007)



ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF ARIZONA  
-----DAVIS-MONTHAN AFB,  
AZ, USAF, ACC, 355WG, I 10, ENTER AT SWAN GATE #8032  
PIMA COUNTYDELIVERY DODAAC: FP4877  
ORDERING OFFICE: 520-228-4129  
ORDERING DODAAC : FP4877750-241 GASOHOL, REG UNL (GUR) 1,000,000 GL  
\*\*\*PORTS ACTIVE\*\*\*TANK TRUCK (TT), INTO  
1/11,700 GALLON BELOW GROUND TANK AT BLDG 4703  
MAIN SERVICE STATION  
2/38,000 GALLON BELOW GROUND TANK AT BLDG 202  
LOCATION A2 ANTICIPATE 0% ON HIGHWAY USE  
2 DELIVERY TICKETS REQUIRED  
ESCORT REQUIRED. ALL DRIVERS REPORT TO GATE 29B.  
DRIVER TO CONTACT TERMINAL OPS UPON ARRIVAL AT  
228-8359/8098 OR RESOURCE CONTROL CENTER AT  
228-9118/9117750-281 GASOLINE, REG UNL (MUR) 0 GL  
\*\*\*PORTS ACTIVE\*\*\*TANK TRUCK (TT), INTO  
1/11,700 GALLON BELOW GROUND TANK AT BLDG 4703  
MAIN SERVICE STATION  
2/38,000 GALLON BELOW GROUND TANK AT BLDG 202  
LOCATION A2  
ANTICIPATE 0% ON HIGHWAY USE  
2 DELIVERY TICKETS REQUIRED  
ESCORT REQUIRED. ALL DRIVERS REPORT TO GATE  
29B.  
DRIVER TO CONTACT TERMINAL OPS UPON ARRIVAL AT  
228-8359/8098 OR RESOURCE CONTROL CENTER AT  
228-9118/9117  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
750-241. AWARD WILL BE MADE AT THE OVERALL  
LEAST COST TO THE GOVERNMENT.SAN YSIDRO  
CA, ARMY NG, TASK FORCE ENGINEER MAINTENANCE, 2251 DAIRY MART ROAD  
(FOR USPFO CALIFORNIA)  
SAN DIEGO COUNTY  
DELIVERY DODAAC: W90DX1  
BILLING DODAAC : W80CK3  
ORDERING OFFICE:319-68 DIESEL FUEL #2, LOW SULF (LS2) 169,000 GL  
\*\*\*PORTS ACTIVE\*\*\*TANK WAGON (TW), INTO  
1/5,000 GALLON MOBILE TANK (STATIONARY)  
1/2,500 GALLON TANKER(S) (STATIONARY)  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1430 MONDAY THRU FRIDAY

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
STATE OF CALIFORNIA  
-----

CHINA LAKE  
CA, NAVY, NAVAL WEAPONS CENTER  
KERN COUNTY  
DELIVERY DODAAC: N60530  
BILLING DODAAC : N60530  
ORDERING OFFICE: 760-939-3251

562-BD      BIODIESEL B20 (BDI)      940,000   GL  
MUST COMPLY WITH CLAUSE C16.27  
\*\*\*PORTS ACTIVE\*\*\*

TANK TRK/TRL (TTR), W/PUMP INTO  
2/12,000 GALLON ABOVE GROUND TANK(S)  
1/10,000 GALLON BELOW GROUND TANK  
1/1,000 GALLON ABOVE GROUND TANK(S)  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY TICKET REQUIRED FOR EACH DROP  
DELIVERY HOURS: 0730-1130 TUESDAY THRU FRIDAY  
1200-1400  
OFF LOADING REQUIRES 2 HOURS  
MULTIPLE DROP  
ESCORT REQUIRED

CORONADO  
CA, NAVY, NAVAL AMPHIBIOUS BASE, (FOR NSC, SAN DIEGO)  
SAN DIEGO COUNTY  
DELIVERY DODAAC: N00246  
BILLING DODAAC : N00246  
ORDERING OFFICE: 619-545-8841  
ORDERING DODAAC : N00246

566-BD      BIODIESEL B20 (BDI)      112,000   GL  
MUST COMPLY WITH CLAUSE C16.27  
\*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), INTO  
1/4,000 GALLON ABOVE GROUND TANK(S) AT BLDG 103  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1400 MONDAY THRU FRIDAY  
THIS FUEL IS CAPITALIZED  
EST QTY IS FOR APPROX. TWO YEARS (DOA - MAR  
2007)

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

EL CENTRO  
 CA, NAVY, NAV AIR FAC, BLDG 400  
 IMPERIAL COUNTY  
     DELIVERY DODAAC: N60042  
     BILLING DODAAC : N00244  
     ORDERING OFFICE : 619-545-8841  
     ALT ORDERING OFFICE: 760-339-2521 (572-10 & 572-BD)

572-10      GASOLINE, AVIATION (100LL)                      36,000    GL  
             \*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), W/PUMP INTO  
 2/5,000 GALLON TANKER TRUCK(S) (BOTTOM LOADING)  
 LOCATED AT 8TH ST, BLDG 507  
 LOADING RACK METERED DELIVERY TICKET REQUIRED  
 DELIVERY REQUIRED ONCE A YEAR  
 MULTIPLE DROP  
 FUEL IS NOT CAPITALIZED  
 UPON ARRIVAL AT THE ENTRANCE TO THE NAVAL AIR  
     FACILITY, CONTACT TRAJEN DISPATCH AT  
     760-339-2471 FOR ESCORT

LEMOORE  
 CA, NAVY, NAVAL AIR STATION  
 KINGS COUNTY  
     DELIVERY DODAAC: N63042  
     BILLING DODAAC : N00244  
     ORDERING OFFICE: 559-998-1326

582-10      GASOLINE, AVIATION (100LL)                      14,000    GL  
             \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), INTO  
 1/5,000 GALLON GOV'T FURNISHED TRUCK(S) LOCATED  
 AT BLDG 90  
 METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0700-1400  
 DELIVERY REQUIRED APPROX ONCE A YEAR  
 FUEL IS NOT CAPITALIZED

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

582-BD      BIODIESEL B20 (BDI)      288,000   GL

MUST COMPLY WITH CLAUSE C16.27  
\*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), INTO  
 1/25,000 GALLON BELOW GROUND TANK AT BLDG 90  
 1/10,000 GALLON BELOW GROUND TANK AT BLDG 765  
 ANTICIPATE 0% ON HIGHWAY USE  
 LOADING RACK METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0700-1400  
 WHEN DELIVERING TO BLDG. 765 OR 10,000 GL TANK,  
 SHORT LOADS ARE REQUIRED DUE TO SIZE OF TANK.  
 MAXIMUM DELIVERY IS 8000 OR LESS.  
 FOR DELIVERIES AT BLDG. 765 DRIVER MUST CONTACT  
 PERSONNEL AT BLDG. 765 TO CALL FOR PERSONNEL TO  
 ASSIST IN OFF LOADING OF PRODUCT OR CALL (559)  
 998-1327 OR 1326 UPON ARRIVAL AT BLDG. 765  
 THIS FUEL IS CAPITALIZED  
 EST QTY IS FOR TWO YEARS (DOA - MAR 2007)

NAVAL BASE VENTURA COUNTY  
 CA, NAVY, DELIVERY SITE #1 - NAVAL BASE VENTURA COUNTY, POINT MUGU,  
 ST HWY #1, 60 MI NW OF LOS ANGELES, ENTRANCE THROUGH GATE 3, DELIVER  
 TO BUILDING 63. DELIVERY SITE #2 - NAVAL BASE VENTURA COUNTY, PORT  
 HUENEME, 5 MI SW OF DOWNTOWN OXNARD, VICTORIA GATE OFF VICTORIA AVE,  
 DELIVER TO BUILDING 5307  
 VENTURA COUNTY  
     DELIVERY DODAAC: N69232  
     BILLING DODAAC : N69232  
     ORDERING OFFICE : 805-989-8325  
     ALT ORDERING OFFICE: (805) 989-1594

602-BD      BIODIESEL B20 (BDI)      310,000   GL

MUST COMPLY WITH CLAUSE C16.27  
\*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), W/PUMP INTO  
 1/10,000 GALLON ABOVE GROUND TANK AT LOCATION 2  
 (FOR SITE #2, CALL 805-989-8453 FROM SECURITY  
 GATE)  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY HOURS: 0730-1430 MONDAY THRU FRIDAY  
 EXCLUDING HOLIDAYS  
 THIS FUEL IS CAPITALIZED  
 DELIVERY REQUIRED ON OR ABOUT MAR 01, 2006 THRU  
 MAR 2007

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

602-E8	FUEL ETHANOL (E85) (E8) ***PORTS ACTIVE***	210,000 GL
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TANK TRUCK (TT), INTO  
 1/10,000 GALLON ABOVE GROUND TANK AT LOCATION 2  
 (FOR SITE #2, CALL 805-989-8453 FROM SECURITY  
 GATE)  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY HOURS: 0730-1430 MONDAY THRU FRIDAY  
 EXCLUDING HOLIDAYS  
 THIS FUEL IS CAPITALIZED  
 DELIVERY REQUIRED ON OR ABOUT MAR 01,2006 THRU  
 AUG 31, 2009

NILAND  
 CA, NAVY, CAMP BILL MACHAN, SEAL DESERT TRAINING FACILITY  
 IMPERIAL COUNTY  
 DELIVERY DODAAC: N00246  
 BILLING DODAAC : N00246  
 ORDERING OFFICE: 619-545-8841  
 ORDERING DODAAC : N00246

593-BD	BIODIESEL B20 (BDI) MUST COMPLY WITH CLAUSE C16.27 ***PORTS ACTIVE***	40,000 GL
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TANK WAGON (TW), INTO  
 1/10,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY HOURS: 0730-1430 MONDAY THRU FRIDAY  
 AVERAGE DELIVERY: 4,000 GALS  
 THIS FUEL IS CAPITALIZED  
 EST QTY IS FOR APPROX. TWO YEARS (DOA - MAR  
 2007)

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

SAN DIEGO  
 CA, NAVY, FLEET AND INDUSTRIAL SUPPLY CENTER (FISC)(PT LOMA)  
 SAN DIEGO COUNTY  
 DELIVERY DODAAC: N00244  
 BILLING DODAAC : N00244  
 ORDERING OFFICE:  
 ORDERING DODAAC : N00244

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

SAN DIEGO  
 CA, NAVY, NAVAL AIR STATION NORTH ISLAND  
 SAN DIEGO COUNTY  
 DELIVERY DODAAC: N00246  
 BILLING DODAAC : N00246  
 ORDERING OFFICE: 619-545-8841  
 ORDERING DODAAC : N00246

612-10      GASOLINE, AVIATION (100LL)      250,000    GL  
              W/STATIC DISSIPATOR ADDITIVE (SDA)

\*\*\*PORTS ACTIVE\*\*\*  
 TANK TRUCK (TT), INTO  
 1/50,000 GALLON BELOW GROUND TANK # 1031 LOCATED  
 AT BLDG 426  
 METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0700-1400 MONDAY THRU FRIDAY  
 THIS FUEL IS CAPITALIZED

612-BD      BIODIESEL B20 (BDI)      140,000    GL  
              MUST COMPLY WITH CLAUSE C16.27  
              \*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), INTO  
 1/50,000 GALLON BELOW GROUND TANK TANK 1040  
 LOCATED AT BLDG B-426  
 ANTICIPATE 0% ON HIGHWAY USE  
 METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0700-1400 MONDAY THRU FRIDAY  
 THIS FUEL IS CAPITALIZED  
 EST QTY IS FOR TWO YEARS (DOA - MAR 2007)

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

SAN DIEGO  
 CA, NAVY, NAVAL BASE, PIERSIDE AT CHOLLAS CREEK  
 SAN DIEGO COUNTY  
 DELIVERY DODAAC: N00242  
 ORDERING OFFICE: 619-977-8790  
 ORDERING DODAAC : N00242

618-08      RFG REGULAR UNLEADED (MRR)      571,500    GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), INTO 1/8,000 GAL BARGE LOCATED  
 PIERSIDE AT CHOLLAS CREEK  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY REQUIRED: 5,000 GALS BI-WEEKLY  
 (SAME BARGE AS ITEM 618-34)

618-94      DIESEL FUEL, LS#2 (DYED) (LSS)      146,700    GL  
 \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), INTO 1/8,000 GAL BARGE LOCATED  
 PIERSIDE AT CHOLLAS CREEK  
 ANTICIPATE 0% ON HIGHWAY USE  
 DELIVERY REQUIRED: 5,000 GALS BI-WEEKLY  
 (SAME BARGE AS ITEM 618-08)

SAN DIEGO  
 CA, NAVY, FLOATING CRANE ALONGSIDE QUAYWALL, 32ND ST AND HARBOR  
 DRIVE (FOR PWC)  
 SAN DIEGO COUNTY  
 DELIVERY DODAAC: N63387  
 BILLING DODAAC : N63387  
 ORDERING OFFICE: 619-556-7614

640-BD      BIODIESEL B20 (BDI)      149,800    GL  
 MUST COMPLY WITH CLAUSE C16.27

\*\*\*PORTS ACTIVE\*\*\*  
 TANK TRUCK (TT), W/80 FT HOSE W/ 3 INCH MALE  
 FITTING TO FIT A 4 INCH FEMALE FITTING  
 INTO FLOATING CRANE BARGE  
 ANTICIPATE 0% ON HIGHWAY USE  
 NOTE: DELIVERY IS MADE OVER WATER  
 SHIPPER MUST BE CERTIFIED TO DELIVER OVER WATER  
 THIS FUEL IS CAPITALIZED  
 EST QTY IS FOR TWO YEARS (DOA - MAR 2007)



ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

SEAL BEACH

CA, NAVY, NAVWPNSTA, WESTMINSTER GATE (17TH ST), E OF SEAL BEACH  
BLVD AND WESTMINSTER AVE INTERSECTION  
ORANGE COUNTYDELIVERY DODAAC: N61065  
BILLING DODAAC : N61065  
ORDERING OFFICE: 562-626-7865  
ORDERING DODAAC : N61065656-BD      BIODIESEL B20 (BDI)      45,000    GL  
MUST COMPLY WITH CLAUSE C16.27

\*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), W/PUMP INTO  
1/15,000 GALLON TANK(S)  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0745-1430 TUESDAY THRU FRIDAY  
EXCLUDING HOLIDAYS  
EST QTY IS FOR TWO YEARS (DOA - MAR 2007)

LONG BEACH

CA, USAF

VENTURA COUNTY

DELIVERY DODAAC: FP5250  
BILLING DODAAC : FP5250  
ORDERING OFFICE:

800-08      RFG REGULAR UNLEADED (MRR)      12,000    GL

FOBTANKWAGON (FOBTW), AT CONTRACTOR'S FACILITY  
WITHIN A 50 MILE RADIUS OF LONG BEACH INTO  
5/5,000 GAL GOVERNMENT FURNISHED CONTAINERS  
MOUNTED ON FLAT BED TRUCKS. CONTAINERS ARE  
EQUIPPED WITH 3" COUPLINGS.  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY  
DELIVERY PERIOD IS FEB 10 - FEB 28, 2005  
THIS FUEL IS CAPITALIZED

MARCH ARB

CA, USAF, AFRC, 452 AMW/LGSF, US HWY 1215E, 5250 TANKER WAY  
RIVERSIDE COUNTYDELIVERY DODAAC: FP4664  
ORDERING OFFICE: 714-655-2048

806-131      DIESEL FUEL #2 (DL2)      46,200    GL

\*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/25 FT OF HOSE INTO  
1/4,000 GALLON TANK AT BLDG 440  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0700-1500 MONDAY THRU FRIDAY  
NOTE 1: DRIVER TO CHECK IN/OUT AT BLDG 1217  
NOTE 2: CONTRACTOR TO CALL 909-655-4188/3126 (452)  
FUELS MANAGEMENT FLIGHT OPERATIONS FACILITY)  
BLDG 1217 PRIOR TO DELIVERY  
ESCORT REQUIRED  
THIS FUEL IS CAPITALIZED

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

VANDENBERG AFB,  
CA, USAF, SPC, 30 LGDMF, STATE HWY #001  
SANTA BARBARA COUNTY  
DELIVERY DODAAC: FP4610  
BILLING DODAAC : FP4610  
ORDERING OFFICE: 805-606-6867  
ORDERING DODAAC : FP4610

841-13      DIESEL FUEL #2 (DL2)      60,000    GL  
             \*\*\*PORTS ACTIVE\*\*\*

TANK TRUCK (TT), W/18 FT OF HOSE INTO  
1/126,000 GALLON TANK #9, BLDG 1701  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1700 MONDAY THRU FRIDAY  
EXCLUDING HOLIDAYS  
NOTE: BILLS OF LADING SHALL REFLECT SULFUR  
CONTENT CONTRACTOR SHALL PROVIDE COPY OF FULL  
SPEC. TEST REPORT WITH EACH DELIVERY TO INCLUDE  
HHV BTU, SULFUR CONTENT (.05 OR BELOW) AND THE  
REID VAPOR PRESSURE CONVERTED TO TRUE VAPOR  
PRESSURE.  
TRUCKS REPORT TO BLDG. 1705  
APPROXIMATELY 7,500 GALS REQUIRED TWICE A YEAR.  
THIS FUEL IS CAPITALIZED

841-E8      FUEL ETHANOL (E85) (E8)      292,500    GL  
             \*\*\*PORTS ACTIVE\*\*\*

TANK WAGON (TW), W/3 INCH VAPOR RECOVERY HOSE  
AND DROP HOSE INTO  
1/10,000 GALLON BELOW GROUND TANK LOCATED AT  
BLDG 10726  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1100 MONDAY THRU FRIDAY  
                         1300-1600 MONDAY THRU FRIDAY  
EXCLUDING HOLIDAYS  
TRUCKS REPORT TO BLDG 1705.  
THIS FUEL IS CAPITALIZED

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF CALIFORNIA  
-----

IMPERIAL  
 CA, DHS, US BORDER PATROL, EL CENTRO STATION, 221 ATEN ROAD  
 IMPERIAL COUNTY  
 DELIVERY FEDAAC: 7091B2  
 ORDERING OFFICE: 760-352-3241

F58-08      RFG REGULAR UNLEADED (MRR)      2,860,000    GL

TANK TRUCK (TT), INTO  
 2/12,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 0% ON HIGHWAY USE  
 METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0800-1400 MONDAY THRU FRIDAY  
 MAY INCLUDE WEEKENDS AND HOLIDAYS IN EMERGENCY  
 SITUATIONS.  
 NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT  
 CARD IN ACCORDANCE WITH CLAUSE G160. IF THIS  
 LINE ITEM SHOULD BECOME DESC FUNDED AND PAID BY DESC  
 IN THE FUTURE, AUTHORIZATION FOR PAYMENT BY CREDIT  
 CARD WILL BE TERMINATED AND ANY INCREASE IN  
 PRICE AS A RESULT OF CREDIT CARD PAYMENT SHALL BE  
 REDUCED FROM THE UNIT PRICE.

F58-68      DIESEL FUEL #2, LOW SULF (LS2)      1,820,000    GL

TANK WAGON (TW), INTO  
 1/8,000 GALLON ABOVE GROUND TANK(S)  
 ANTICIPATE 0% ON HIGHWAY USE  
 METERED DELIVERY TICKET REQUIRED  
 DELIVERY HOURS: 0800-1400 MONDAY THRU FRIDAY  
 MAY INCLUDE WEEKENDS AND HOLIDAYS IN EMERGENCY  
 SITUATIONS.  
 NOTE: PAYMENT WILL BE MADE BY GOVERNMENT CREDIT  
 CARD IN ACCORDANCE WITH CLAUSE G160. IF THIS  
 LINE ITEM SHOULD BECOME DESC FUNDED AND PAID BY DESC  
 IN THE FUTURE, AUTHORIZATION FOR PAYMENT BY CREDIT  
 CARD WILL BE TERMINATED AND ANY INCREASE IN  
 PRICE AS A RESULT OF CREDIT CARD PAYMENT SHALL BE  
 REDUCED FROM THE UNIT PRICE.

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
STATE OF NEVADA  
-----

RENO

NV, AFNG, 152 RG, US RT 395-S, INTERNATIONAL AIRPORT  
WASHOE COUNTY/RENO TOWNSHIP

DELIVERY DODAAC: FP6281

ORDERING OFFICE: 775-788-4662

900-24	GASOHOL, REG UNL (GUR) ***PORTS ACTIVE***	66,000 GL
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TANK WAGON (TW), INTO  
1/5,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
EST AVERAGE DELIVERY = 2,000 GALS  
EST MINIMUM DELIVERY = 2,000 GALS  
THIS FUEL IS CAPITALIZED

900-28	GASOLINE, REG UNL (MUR) ***PORTS ACTIVE***	0 GL
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TANK WAGON (TW), INTO  
1/5,000 GALLON TANK  
ANTICIPATE 0% ON HIGHWAY USE  
EST AVERAGE DELIVERY = 2,000 GALS  
EST MINIMUM DELIVERY = 2,000 GALS  
THIS FUEL IS CAPITALIZED  
NOTE: THIS IS AN ALTERNATE LINE ITEM FOR ITEM  
900-24. AWARD WILL BE MADE AT THE OVERALL LEAST  
COST TO THE GOVERNMENT.

FALLON,

NV, NAVY, NAVAL AIR STATION  
CHURCHILL COUNTY

DELIVERY DODAAC: R68971

BILLING DODAAC : R68971

ORDERING OFFICE: 775-426-2906/3025

715-68	DIESEL FUEL #2, LOW SULF (LS2) ***PORTS ACTIVE***	200,000 GL
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TANK TRUCK (TT), W/PUMP INTO  
1/8,000 GALLON ABOVE GROUND TANK(S) AT FUEL FARM  
BLDG 201  
1/7,000 GALLON ABOVE GROUND TANK(S) AT FUEL FARM  
BLDG 201  
ANTICIPATE 0% ON HIGHWAY USE  
DELIVERY HOURS: 0800-1430  
MULTIPLE DROP  
THIS FUEL IS CAPITALIZED  
EST QTY IS FOR DOA - AUG 2009

**L2.05-5 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) (DESC JAN 2005)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation is [ X ], is not [ ] a master solicitation for the Customer Organized Group (COG) 7 (3.27) Purchase Program. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial ~~opening~~/closing date for the solicitation is 08 August 2005. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package. **See FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically.**

(3) **IFBs ONLY.**

(i) Facsimile bids \_\_\_\_\_ authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(d) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for \_\_\_\_\_ calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(f) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(g) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(h) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) **CONTRACT AWARD.**

(1) **RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) If the Contracting Officer determines that negotiations are necessary, the Government will then evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

- (6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.
- (7) The Government may disclose the following information in postaward debriefings to other offerors:
- (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (n) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**
- (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION  
 470 EAST L'ENFANT PLAZA, SW, SUITE 8100  
 WASHINGTON, DC 20407  
 TELEPHONE: (202) 619-8925  
 FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)  
 BUILDING 4, SECTION D  
 700 ROBBINS AVENUE  
 PHILADELPHIA, PA 19111-5094  
 TELEPHONE: (215) 697-2179  
 FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained--
  - (A) By telephone at (215) 697-2179; or
  - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.
- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation; publication, or maintenance.

(o) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000 and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(p) **CENTRAL CONTRACTOR REGISTRATION (CCR).** Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(q) **DEBRIEFING.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.



- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection

procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(FAR 52.212-1, **tailored**/DESC 52.212-9F20)

**11.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (NON-PORTS INTERNET APPLICATION) (DESC JUN 2004)**

**(a) INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered, and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the NONCONFORMING SUPPLIES AND SERVICES clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due, as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** [Requires buyer fill-in from Note 1 or Note 2 at the bottom of this clause. **[Buyer: Delete inapplicable portion.]**

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on

Government bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required

elsewhere in this contract.

**(10) Electronic funds transfer (EFT) banking information.**

(i) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(ii) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration), or applicable agency procedures.

(iii) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States

or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.**

(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** See Addendum 2.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;

(3) The clause at 52.212-5;

(4) Addenda to this solicitation or contract, including any license agreements for computer software;

(5) Solicitation provisions if this is a solicitation;

- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(t) **CENTRAL CONTRACTOR REGISTRATION (CCR).** See the CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) clause.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

**Paragraph (c) (Buyer fill-in):**

**NOTE 1: Insert the following in all domestic and all overseas programs, except Germany and Benelux:**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

**NOTE 2: Insert the following for the Germany and Benelux overseas programs. These programs require a combination tank truck/tank wagon method of delivery per item, and the activities are allowed to add additional delivery points:**

Changes in the terms and conditions of this contract may be made only by written agreement of the parties, except as follows:

(1) The Government may delete a number of tanks and delivery locations from a single item that may alter the method of delivery from a combination of tank truck (TT) and tank wagon (TW) to predominantly TW deliveries. If, as a result of deletions, the primary method of delivery is changed so that increased delivery costs will be incurred, the Contracting Officer must be notified and a determination made to modify the contract. Should no increased delivery costs be incurred, the contract price will not be modified.

(2) The Government reserves the right to designate additional delivery points within the approximate same area of a specific item, provided that such additional deliveries are similar to those already under contract for the specific item. Should the Government designate additional delivery points, the Contractor shall not be liable to deliver if such deliveries would result in increased costs to the Contractor. In instances where increased costs would be incurred, the Contracting Officer must be notified and a determination made to modify the contract. Should no increase be incurred, additional delivery points shall be furnished at the contract price and without contract modification. All terms, conditions, and provisions of the contract shall apply to additional delivery points added during the term of the contract.

**11.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (DOMESTIC PC&S) (PORTS INTERNET APPLICATION) (DESC FEB 2005)**

**(a) INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the NONCONFORMING SUPPLIES AND SERVICES clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** In the terms and condition of the contract may be made only written agreement of the parties. **(Buyer fill-in).**

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably

possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date and number;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on

Government bill of lading;

- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice, and
- (9) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required

elsewhere in this contract.

(10) **Electronic funds transfer (EFT) banking information.**

- (i) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (ii) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration), or applicable agency procedures.
- (iii) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) **ELECTRONIC INVOICING.** See the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM clause in Addendum 2.

(i) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(j) **PAYMENT.**

(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(k) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b.

destination.

(l) **TAXES.** See Addendum 2.

(m) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the

Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(n) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(o) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(p) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(q) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(r) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(s) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(t) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(u) **CENTRAL CONTRACTOR REGISTRATION (CCR).** See the CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) clause.

(FAR 52.212-4, **tailored**/DESC 52.212-9F51)

#### **11.03-9 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC MAR 2005)**

**Use of electronic invoicing via PORTS is mandatory under the resultant contract.** Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause, the Contractor shall submit its invoices in accordance with the PAPERLESS ORDERING AND RECEIPTS TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

- (a) **Exceptions** to the use of electronic invoicing are limited to the following:
- (1) Instances in which the PORTS Internet application is not available or accessible and the Contractor informs the DESC Contracting Officer of this fact by facsimile message.
  - (2) Instances in which retroactive price changes and/or unit price errors result in money due the Contractor.
- (b) In the event of an exception to invoicing identified above, the Contractor shall—
- (1) Fax its invoice to DFAS-CVDBBB/CO at the following fax number: **(614) 693-2537**. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-CVDBBB/CO) at **1-800-756-4571**. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.
  - (2) Include the Contractor's fax number on each document transmitted.
  - (3) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-CVDBBB/CO specifically requests it.

(DESC 52.212-9F52)

**11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- ☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- ☒ 252.225-7001 Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
- ☐ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- ☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- ☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004);  
(☐ Alternate I (APR 2003)) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- ☐ 252.225-7021 Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- ☒ 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program (JAN 2005);  
(☐ Alternate I (JAN 2005)) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- ☐ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (OCT 2003) (Section 8021 of Pub. L. 107-248).
- ☐ 252.227-7015 Technical Data – Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- ☐ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).
- ☒ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ☐ 252.247-7023 Transportation of Supplies by Sea (MAY 2002); (☐ Alternate I (MAR 2000));  
(☐ Alternate II (MAR 2000)); (☐ Alternate III (MAY 2002)) (10 U.S.C. 2631).

[ ] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

[ ] 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

[ ] 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

[ ] 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

#### **C16.27 FUEL, BIODIESEL (B20) (DESC APR 2005)**

In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. Offered product shall conform to the following requirements that define a fuel suitable for use in automotive diesel engines:

(a) **PRODUCT COMPOSITIONAL REQUIREMENTS.** Product shall consist of a blend of 20 percent (plus or minus one percent) mono-alkyl esters of long chain fatty acids derived from virgin vegetable oil blendstock and/or yellow grease blendstock conforming to the requirements of ASTM D 6751 and 80 percent minimum low sulfur diesel fuel oil conforming to ASTM D 975, grade low sulfur number 1-D or grade low sulfur number 2-D.

(b) **PRODUCT PERFORMANCE REQUIREMENTS.** The finished biodiesel blend shall conform to CID-A-A-59693A, dated January 15, 2004. The specification is modified as follows:

#### **C16.69 FUEL SPECIFICATIONS (PC&S) (DESC JAN 2005)**

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. This includes delivery of fuel and documentation in a manner consistent with any existing or after-imposed Title V (Clean Air Act) Permits. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

**NOTE:** Gasoline, gasohol and reformulated gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified below.

##### **(1) OCTANE REQUIREMENTS.**

(i) Unleaded automotive gasoline shall meet the Anti-Knock Index (AKI) requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>AKI MINIMUM</u>
9130-00-148-7103	Gasoline, Regular Unleaded	MUR	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	MUM	89
9130-00-148-7104	Gasoline, Premium Unleaded	MUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasoline, in addition to an AKI of 87 minimum, the MON must not be less than 82.

**(2) OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, supplies shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Products shall conform to Commercial Item Description (CID) A-A-52530 dated October 10, 1995, as modified below. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution.

**(1) OCTANE REQUIREMENTS.**

(i) Unleaded automotive gasohol shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT	<u>AKI, MINIMUM</u>
		<u>CODE</u>	
9130-01-090-1093	Gasohol, Regular Unleaded	GUR	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	GUM	89
9130-01-090-1094	Gasohol, Premium Unleaded	GUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasohol, in addition to an AKI of 87 minimum, the MON must not be less than 82.

**(2) OXYGENATE REQUIREMENTS.**

(i) Ethanol concentration shall be between 9 and 11 volume percent.

(ii) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) **REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Standards for Reformulated and Conventional Gasoline; Final Rule," published in the February 16, 1994 Federal Register. In part, these regulations mandate that Phase II complex model reformulated gasoline must meet three emissions performance requirements when compared to the baseline gasoline marketed by a refiner in 1990: a 27 percent reduction in emissions of volatile organic compounds (VOCs), a 22 percent reduction in emissions of toxic pollutants, and a 7 percent reduction in emissions of oxides of nitrogen (NOx). Further, these regulations mandate that Phase II complex model reformulated gasoline must meet three compositional requirements: 1.5 weight percent minimum oxygen; 1.3 volume percent maximum benzene; and no heavy metals (lead and manganese are examples of such metals).

**(1) OCTANE REQUIREMENTS.**

(i) Reformulated gasoline shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT	<u>AKI, MINIMUM</u>
		<u>CODE</u>	
9130-01-388-4080	Reformulated Gasoline, Regular	MRR	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	MMR	89
9130-01-388-4524	Reformulated Gasoline, Premium	MPR	91



(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) **OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, suppliers shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of permissible oxygenate into reformulated gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) **DIESEL FUEL.**

(1) **APPLICABLE TO ALL DIESEL GRADES.**

(i) **ADDITIVES.**

(A) A fuel stabilizer additive conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuel for long term storage. Permissible additive concentrations are specified in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver additive may be blended into the fuel to inhibit corrosion and improve fuel lubricity. Permissible additive concentration limits are specified in the latest revision of QPL 25017.

(C) A fuel system icing inhibitor may be blended into the fuel to purge small quantities of water from the fuel and prevent the formulation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with ASTM D 5006.

(ii) **BLENDING.** Blending one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(iii) **LOW TEMPERATURE OPERABILITY.** The low temperature performance of diesel fuel shall be defined by one of the following two properties: Cloud Point or Cold Filter Plugging Point.

(A) **CLOUD POINT.** Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(B) **COLD FILTER PLUGGING POINT (CFPP).** Unless a more restrictive CFPP limit is specified in the contract schedule, the maximum CFPP shall be 10 degrees Celsius below the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(iv) **DYE.** As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES LS2, LS1, LSS, LSW, HS2 AND HS1 ONLY.** Product shall conform to commercial specification ASTM D 975. In accordance with this specification, product shall be visually free of undissolved water, sediment, and suspended matter. Product classification is shown below.

**LOW SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade No. 2-D S500 ("low sulfur No.2-D")	LS2	0.05 wt%	No
9140-01-398-1130	Grade No. 1-D S500 ("low sulfur No.1-D")	LS1	0.05 wt%	No
9140-01-413-4919	Grade No. 2-D S500 ("low sulfur No.2-D")	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade No. 1-D S500 ("low sulfur No.1-D")	LSW	0.05 wt%	Yes

**HIGH SULFUR GRADES**

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D S5000 ("regular No.2-D")	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D S5000 ("regular No.1-D")	HS1	0.50 wt%	Yes

(3) **APPLICABLE TO GRADES DL2, DL1, DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to commercial specification ASTM D 975. In addition, product shall contain no more than 10 milligrams/liter (mg/L) of particulates as measured by ASTM D 6217. Product classification is shown below.

#### LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-000-0184	Grade No. 2-D S500 ("low sulfur No.2-D")	DL2	0.05 wt%	No
9140-00-000-0185	Grade No. 1-D S500 ("low sulfur No.1-D")	DL1	0.05 wt%	No
9140-01-413-7511	Grade No. 2-D S500 ("low sulfur No.2-D")	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade No. 1-D S500 ("low sulfur No.1-D")	DLW	0.05 wt%	Yes

#### HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D S5000 ("regular No.2-D")	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D S5000 ("regular No.1-D")	DF1	0.50 wt%	Yes

(4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10 degrees Fahrenheit (-12 degrees Celsius). These products shall conform to ASTM D 975 and additional requirements as specified above for each DESC product code. Although the Government does not encourage such actions, Contractors electing to deliver kerosene or Jet A to meet #1 diesel fuel requirements must—

- (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene or Jet A will meet requirements applicable to the specific product code, including particularly, sulfur, dye, lubricity, viscosity and cetane index; **AND**
- (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional diesel requirements.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS).** Product shall conform to ASTM D 396, as modified by the requirements of paragraphs (1) through (7) below. Product classification is shown in the table below. **PRODUCT CONTAINING USED OIL SHALL NOT BE SUPPLIED.** (See paragraph (f) below for **DESC product codes, national stock numbers, and detailed requirements applicable to blends of residual fuel with recycled lubricating oil.**)

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>RED DYE</u>
9140-00-247-4366	Fuel Oil, Burner 1	FS1	Yes
9140-00-247-4365	Fuel Oil, Burner 2	FS2	Yes
9140-01-107-6139	Fuel Oil, Burner 4 (Light)	FL4	Yes
9140-00-247-4360	Fuel Oil, Burner 4	FS4	No
9140-01-058-4431	Fuel Oil, Burner 5 (Light)	FL5	No
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)	FS5	No
9140-00-247-4354	Fuel Oil, Burner 6	FS6	No

(1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.

(2) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(3) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted, however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(5) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(6) Under United States regulations, Grades Number 1, 2, and 4(Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.

(7) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY.** This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must—

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including , specifically, viscosity, distillation, density and pour point, **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.

(iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 5(LIGHT), 5(HEAVY) AND 6.** Product shall conform to ASTM D 6823, as modified by the requirements of paragraphs (1) through (5) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>
9140-01-468-9135	Fuel Oil, Burner, Grade RFC4	RF4
9140-01-468-9157	Fuel Oil, Burner, Grade RFC5L	R5L
9140-01-468-9147	Fuel Oil, Burner, Grade RFC5H	RF5
9140-01-468-9164	Fuel Oil, Burner, Grade RFC6	RF6

(1) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Grades 4, 5(Light), 5(Heavy), and 6.

(2) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(3) **INCLUSION OF OFF-SPECIFICATION USED OIL PROHIBITED.** 40 CFR Parts 266 and 279 define off-specification used oil. The supply of RF4, R5L, RF5, or RF6 containing off-specification used oil is not permitted.

[ ] The offeror represents that it will provide certified test reports with associated QC documents validating compliance with EPA used oil standards contained in 40 CFR Parts 266 and 279 or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to—

ATTN: DESC-BPE ROOM 2954  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J KINGMAN ROAD SUITE 4950  
FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: \_\_\_\_\_

(4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted, however, such blending shall be accomplished by mechanical mixing or agitation in tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the contract.

(5) The maximum allowable ash content for Burner Oil, Grade RF6, shall be 0.50 mass%, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

#### LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No
9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes

#### HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT <u>CODE</u>	MAXIMUM SULFUR <u>CONTENT</u>	<u>RED DYE</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

**NOTE:** The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

<u>TEST</u>	<u>METHOD</u>	<u>VALUE</u>
1. Carbon Residue on 10% bottoms, mass %	ASTM D 524	0.35 max.
2. Density @ 15°C, kg/L or API Gravity @ 60°F	ASTM D 4052 ASTM D 1298	Report
3. Distillation Temperature, °C	ASTM D 86	
10% point, °C		Report
50% point, °C		Report

(c) **BLENDING.** Product shall be blended prior to delivery. Manifold blending at time of delivery and blending in the receipt tank is not permitted. The resultant blended product must meet all performance requirements specified in the contract.

(d) **ENVIRONMENTAL PROTECTION AGENCY (EPA) REGISTRATION.** B100 product must be EPA registered in accordance with 40 CFR Part 79, Registration of Fuels and Fuel Additives. The Contractor shall provide a copy of the EPA registration letter to the Contracting Officer at the time of offer.

(DESC 52.246-9FEL)

#### **E22 LIST OF INSPECTION OFFICES FOR DESC CONTRACTS (DESC OCT 2004)**

The following lists shall be used to identify the Government inspection office assigned inspection responsibility for DESC contracts in a particular geographic area. These contracts include, but are not limited to, those for bulk petroleum products and additives, into-plane refueling, petroleum storage and laboratory services, coal, missile fuels (including compressed gases), and posts, camps, and stations. The area of inspection responsibility and corresponding office code are assigned in paragraphs (a) and (b). The address and phone number of each inspection office by office code is provided in paragraph (c). Unless a particular inspection office is identified in another part of the contract, the assignments in this clause shall apply.

(a) **AREAS OF RESPONSIBILITY AND OFFICE CODES WITHIN THE CONTINENTAL UNITED STATES**

(CONUS):

Alabama	110	Maine	110	Oklahoma	110
Arizona	120	Maryland	110	Oregon	120
Arkansas	110	Massachusetts	110	Pennsylvania	110
California	120	Michigan	110	Rhode Island	110
Colorado	120	Minnesota	110	South Carolina	110
Connecticut	110	Mississippi	110	South Dakota	110
Delaware	110	Missouri	110	Tennessee	110
District of Columbia	110	Montana	120	Texas	110
Florida	110	Nebraska	110	Utah	120
Georgia	110	Nevada	120	Vermont	110
Idaho	120	New Hampshire	110	Virginia	110
Illinois	110	New Jersey	110	Washington	120
Indiana	110	New Mexico	120	West Virginia	110
Iowa	110	New York	110	Wisconsin	110
Kansas	110	North Carolina	110	Wyoming	120
Kentucky	110	North Dakota	110		
Louisiana	110	Ohio	110		

**EXCEPTIONS:**

- (1) The El Paso, Texas, area is assigned to Code 120 (DESC Americas – West).
- (2) The Newcastle, Wyoming, area is assigned to Code 110 (DESC Americas – East).

(b) **AREAS OF RESPONSIBILITY AND OFFICE CODES OUTSIDE THE CONTINENTAL UNITED STATES**

(OCONUS) (INCLUDING ALASKA AND HAWAII):

Afghanistan	400	Djibouti	400	Kyrgyzstan	400	Russia	200
Africa	200 <sup>2</sup>	Egypt	400	Laos	350 <sup>1</sup>	Saudi Arabia	400
Alaska	320	Eritrea	400	Lebanon	200	Seychelles Is.	400
Antarctica	310	Ethiopia	400	Madagascar	200	Singapore	350 <sup>1</sup>
Armenia	200	Europe (Continental)	200	Malaysia	350 <sup>1</sup>	Somalia	400
Ascension Island	111	Georgia	200	Maldives	350 <sup>1</sup>	South America	111
Australia	350 <sup>1</sup>	Greenland	200	Malta	200	Sri Lanka	350 <sup>1</sup>
Azerbaijan	200	Hawaiian Islands	310	Mauritius	200	Sudan	400
Azores	200	Hong Kong	330	Mexico	111	Syria	200
Bahrain	400	Iceland	200	Midway Island	310	Taiwan	350 <sup>1</sup>
Bangladesh	350 <sup>1</sup>	India	350 <sup>1</sup>	Mongolia	330	Tajikistan	400
Bermuda	111	Indonesia	350 <sup>1</sup>	Myanmar	350 <sup>1</sup>	Thailand	350 <sup>1</sup>
Bhutan	350 <sup>1</sup>	Ireland	200	Nepal	350 <sup>1</sup>	Turkey	200
Brunei	350 <sup>1</sup>	Iraq	400	New Zealand	350 <sup>1</sup>	Turkmenistan	400
Cambodia	350 <sup>1</sup>	Israel	200	Oman	400	United Arab Emirates	400
Canada	120	Japan	340	Pacific Islands (Central & South)	310	United Kingdom	200
Canary Island	200	Johnston Atoll	310	Pakistan	400	Uzbekistan	400
Caribbean Islands	111	Jordan	400	Papua New Guinea	310	Vietnam	350 <sup>1</sup>
Central America	111	Kazakhstan	400	Philippines	350 <sup>1</sup>	Wake Island	310
Chagos Archipelago	300	Kenya	400	Qatar	400	Yemen	400
Comoros	200	Korea	330	Ryukus Islands, Japan	340		
Cyprus	200	Kuwait	400				

<sup>[1]</sup> A copy of all documentation related to the inspection of product shipments by DESC Singapore should also be sent to Code 300, DESC Pacific.

<sup>[2]</sup> Except for those countries specifically assigned to DESC Middle East in the above list, all other countries in Africa fall under DESC Europe.

**(c) INSPECTION OFFICES AND CODES.**

- 110. DESC Americas -- East  
Federal Building, Room 1005  
2320 LaBranch Street  
Houston, TX 77004-1091  
Phone: (713) 718-3883  
FAX: (713) 718-3891
  
- 111. DESC Homestead  
360 Coral Sea Blvd.  
Homestead AFB, FL 33039-1299  
Phone: (305) 258-7454/55/56  
FAX: (305) 258-7761
  
- 120. DESC Americas -- West  
3171 N Gaffey Street  
San Pedro, CA 90731-1099  
Phone: (310) 900-6960  
FAX: (310) 900-6973
  
- 200. DESC Europe  
ATTN: Quality Manager  
CMR 443, Box 5000  
APO AE 09096-5000  
[Location: Wiesbaden, Germany]  
Phone: 49-611-380-7413/7541<sup>3</sup>  
FAX: 49-611-380-7406<sup>3</sup>
  
- 300. DESC Pacific  
ATTN: Quality Manager  
Building 11  
Camp H M Smith, HI 96861  
Phone: (808) 477-1173  
FAX: (808) 477-5710
  
- 310. DESC Middle Pacific  
Building 11  
Camp H M Smith, HI 96861  
Phone: (808) 477-5441  
FAX: (808) 477-5710
  
- 320. DESC Alaska  
10480 22nd Street  
Elmendorf AFB, AK 99506-2500  
Phone: (907) 552-3949  
FAX: (907) 753-0517

330. DESC Korea  
 Building T-383 (CP OSCAR)  
 APO AP 96218-0171  
 [Location: Camp Walker, Taegu, Korea]  
 Phone: 82-53-470-5204<sup>3</sup>  
 FAX: 82-53-470-5103<sup>3</sup>
340. DESC Japan  
 Yokota Building 714, Room 211/B-18  
 Unit 5266  
 APO AP 96328-5266  
 [Location: Yokota AB, Japan]  
 Phone: 81-311-755-2673<sup>3</sup>  
 FAX: 81-311-755-3598<sup>3</sup>
350. DESC Singapore  
 c/o NRCC Singapore  
 PSC 470, Box 2100  
 FPO AP 96534-2100  
 Phone: 65-6750-2070/2013  
 FAX: 65-6750-2080/2635
400. DESC Middle East  
 ATTN: Quality Manager  
 PSC 451, Box DESC-ME  
 FPO AP 09834-2800  
 [Location: Juffair, Bahrain]  
 Phone: 973-724-650<sup>3</sup>  
 FAX: 973-724-670<sup>3</sup>

<sup>[3]</sup> Dial 011 before these numbers when calling from the U.S. When calling these numbers from outside the U.S., use the appropriate international long distance prefix for the country where the call originates.

(DESC 52.246-9F40)

**F1.09-2 DETERMINATION OF INVOICE QUANTITY (PC&S) (DESC JUL 2005)**

(a) **INVOICE QUANTITY.** The invoice quantity of supplies furnished under this contract shall be determined as follows:

(1) **F.O.B. DESTINATION.**

(i) **DELIVERIES BY TANK TRUCK, TRUCK AND TRAILER, OR TANK WAGON.**

(A) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--

(B) The Contractor may elect to determine invoice quantity by one of the following methods:

(a) Using calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter;

or

(b) Gauging the delivery conveyance. The certified capacity tables for the conveyance must be made available at the time of delivery (or a dipstick, calibrated for the truck maybe used). This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

(c) Providing the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scale.

**(C) VOLUME CORRECTION.**

(a) If the meter on the delivery conveyance is used to determine invoice quantity, the invoice quantity shall not be converted to net gallons (or liters) unless the meter is equipped to perform the conversion automatically. In either case, the invoice quantity shall be read directly from the meter; otherwise

(b) If a loading rack meter ticket is used to determine invoice quantity, the invoice quantity shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius) for all products except biodiesel blends. If this method is used for a biodiesel blend, the invoice quantity shall be converted to net (volume corrected) gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius) for biodiesel blends. The Contractor shall prepare a separate loading rack meter ticket each for the diesel portion and for the biodiesel blend stock and/or B100 (the industry designation for pure biodiesel), hereinafter referred to as B100 portion of the load. The B100 loading rack meter shall be recorded at gross (ambient) temperature when the loading meter is not capable of providing a net (volume corrected) quantity. The total invoice shall be the sum of the net diesel and gross B100. Conversely, when the B100 loading rack meters are capable to provide a net (volume corrected) quantity, the total invoice quantity shall be the sum of the net diesel and the net B100; otherwise

(c) Invoice quantities for all residual fuels and invoice quantities for other products that are in excess of 5,000 gallons (or 18,900 liters) shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius), except for deliveries where the meter on the delivery conveyance is used to determine invoice quantity. Invoice quantities of nonresidual fuels which are less than 5,000 gallons (or 18,900 liters) do not require correction to net gallons (or liters). For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

**(E) WATER BOTTOMS.**

(a) Every delivery must be free of all water bottoms prior to discharge; and

(b) The Contractor is responsible for their removal and disposal.

**(ii) DELIVERIES BY TANKER OR BARGE.**

(A) On items requiring delivery on an f.o.b. destination basis by tanker or barge, the invoice quantity shall be determined on the basis of--

(a) Calibrated meter if the delivery conveyance is so equipped; otherwise--

(b) Gauging the receiving shore tank before and after delivery; or

(c) Gauging the tanker/barge before and after delivery.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

**(2) F.O.B. ORIGIN.****(i) DELIVERIES INTO TANKER OR BARGE.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis into a tanker or barge, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

(a) Shore tank measurements; or

(b) Calibrated loading rack meter.

(B) All invoice quantities shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(C) The Government will have the right to have a representative present to witness the measurement of invoice quantity.

**(ii) DELIVERIES INTO TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

(a) Certified capacity tables of the conveyance loaded;

(b) Calibrated meter; or

(c) Weight, using calibrated scales.

(B) **VOLUME CORRECTION.** Invoice quantities for all residual fuels and for other products that are in excess of 5,000 gallons (or 18,900 liters) shall be converted to net gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius). Invoice quantities of nonresidual fuels which are less than 5,000 gallons (or 18,900 liters) do not require correction to net gallons (or liters). For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(C) The Government has the right to have a representative present to witness the measurement of quantity.

(b) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine invoice quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States,



other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Temperature and Pressure Volume Correction Factors for Generalized Crude Oils, Refined Products, and Lubricating Oils (this chapter is an adjunct to ASTM D 1250, IP 200 and ISO 91-1).** Either the 2004 or 1980 version of the standard may be used. Either the printed tables (an adjunct to the 1980 version) or the computer subroutine version of the standard may be used. In case of disputes, the computer subroutine and the 2004 version of the standard will be the referee method.

(i) For all fuels and fuel oils, Tables 5B and 6B (or Tables 53B and 54B) shall be used to determine the volume correction factor for conversion to gallons at 60 degrees Fahrenheit (or liters at 15 degrees Celsius).

(ii) Liters shall be converted to gallons by dividing liters by 3.78541 liters per gallon or multiplying liters by 0.264172 gallons per liter. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(iii) If the original measurement is by weight and invoice quantity is required by U.S. gallons, then--

(A) Volume XII of the adjunct to ASTM D 1250, Table 58, shall be used to convert metric tons to U.S. gallons at 60 degrees Fahrenheit. Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI of the adjunct to ASTM D 1250, Table 8, shall be used to convert pounds to U.S. gallons at 60 degrees Fahrenheit.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)

### **F3.03 NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY (PC&S) (DESC APR 2005)**

(a) In the performance of this contract, the Contractor agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Substitution of a new transportation company is subject to review by the Contracting Officer for use under this contract.

(b) If the Contractor changes transporters after award, the Contractor shall provide the Contracting Officer with the following information on alternative or new transportation company(ies) being utilized in the transportation of supplies under this contract.

Name, Address, and Phone Number  
of Transportation Company

State(s) in which transporter  
is authorized to operate

(DESC 52.247-9FJ5)

### **G150.06 SUBMISSION OF INVOICES FOR PAYMENT (DOMESTIC PC&S) (DESC MAR 2005)**

**NOTE 1:** **FOR FACSIMILE INVOICING,** see the SUBMISSION OF INVOICES BY FACSIMILE clause.

**NOTE 2:** See paragraph (c) for invoicing for DETENTION/DEMURRAGE costs.

**NOTE 3:** INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **INVOICING OF NON-PORTS (PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS) ORDERS PLACED BY ARMY, NAVY (including Marines), AIR FORCE, AND OTHER DoD ACTIVITIES (including Alaska, and Hawaii).**

(1) **PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
STOCK FUND DIRECTORATE  
FUELS ACCOUNTING AND PAYMENTS DIVISION  
ATTN: DFAS-CVDBBB/CO  
P.O. BOX 182317  
COLUMBUS, OH 43218-6252

(2) **CERTIFICATION OF RECEIPT.**

(i) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

- (A) Standard Form 1449, Solicitation/Contract/Order for Commercial Items; or
- (B) DD Form 1155, Order for Supplies or Services; or
- (C) DD Form 250, Material Inspection and Receiving Report; or
- (D) DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (the Contractor will prepare and

the activity responsible for signing will acknowledge receipt of fuel for tanker and barge deliveries only).

(ii) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(iii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the corrected quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(iv) The receiving activity will transmit one paying copy of the applicable form listed in (i) above to DESC-FII, Fort Belvoir, VA, within two working days after receipt of product.

(3) **SUBMISSION OF INVOICES.**

(i) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

(ii) Invoices submitted for payment shall be submitted in duplicate. The submission shall include an original invoice clearly marked **ORIGINAL** and one copy clearly marked **INVOICE COPY**. A carbon copy may be submitted as an original provided it is clearly marked **ORIGINAL** as stated above.

(iii) **COURIER DELIVERY OF INVOICES.**

(A) Couriers, acting on behalf of Contractors, must deliver Contractor invoices being submitted for payment to the following mailroom street address:

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
ATTN: DFAS-CVDBBB/CO  
3990 EAST BROAD STREET, BLDG 21  
COLUMBUS, OH 43213-1152

(B) Invoices submitted by courier to the above address will be handled in a timely manner.

(b) **INVOICING OF ORDERS PLACED BY ALL OTHER FEDERAL AGENCIES.**

(1) **PAYING OFFICE.** Invoices shall be forwarded to the applicable paying office in accordance with instructions contained on the order.

(2) **SUBMISSION OF INVOICES (except for the United States Postal Service).** On orders placed by activities of Federal Departments other than those covered under (a) above, invoices for all deliveries shall be prepared and submitted as instructed by those activities on the order by the Ordering Officer. Such activities placing orders under this contract will furnish the Contractor with the name and proper address of the activity to whom invoices shall be rendered. Tax exemption certificates shall be processed in accordance with procedures stated in the TAX EXEMPTION CERTIFICATES clause.

**(c) SUBMISSION AND CERTIFICATION OF INVOICES FOR THE UNITED STATES POSTAL SERVICE.**

**Certification of Invoice.** The Contractor agrees that submission of an invoice to the Government for payment is a certification that the invoiced quantities have been delivered in accordance with instructions issued by the United States Postal Service's Supply Management Offices. The Contractor shall submit the invoices for United States Postal Service activities to the designated United States Postal Service Certifying Facility stated in the contract (this is typically the delivery location for fuel, unless otherwise noted). The United States Postal Service Certifying Facility will verify and certify that the invoice quantities and price are accurate for payment. Upon certification, the United States Postal Service Certifying Facility will submit the invoice to the applicable Paying Office (the San Mateo Accounting Service Center). The payment due date will be 30 days after the United States Postal Service Certifying Facility has received the invoice. If the designated United States Postal Service Certifying Facility fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice.

**(d) INVOICING DETENTION AND DEMURRAGE COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), and demurrage costs for barge/tanker deliveries will be the sole responsibility of the activity incurring them. Invoices for detention costs will be submitted by the Contractor directly to the activity receiving the product. If the receiving activity is an Army activity, a copy of the detention or demurrage cost invoice must also be furnished to the following address:

COMMANDER, US ARMY PETROLEUM CENTER  
ATTN: SATPC-L  
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9F90)

**G150.06-1 SUBMISSION OF INVOICES FOR PAYMENT (AF SITES) (DESC MAR 2005)**

**NOTE 1: FOLLOW THESE PROCEDURES WHEN INVOICES ARE NOT SUBMITTED VIA FACSIMILE.  
FOR FACSIMILE INVOICING, SEE THE "SUBMISSION OF INVOICES BY FACSIMILE" CLAUSE.**

**NOTE 2: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS.**

**INVOICING OF ORDERS PLACED BY ELMENDORF AFB, 21 TFW/LGLSS:**

**(a) PAYING OFFICE.** Invoices for product paid with Defense Logistics Agency/Defense Energy Support Center (DESC) funds, as cited on the order, will be paid by DESC and should be mailed to--

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER  
STOCK FUND DIRECTORATE  
FUELS ACCOUNTING AND PAYMENTS DIVISION  
ATTN: DFAS-CVDBBB/CO  
P.O. BOX 182317  
COLUMBUS, OH 43218-6252

**(b) CERTIFICATION OF RECEIPT.**

(1) Receiving activity personnel (21 TFW/LGCC) will certify the receipt of fuel by preparing and signing a Standard Form (SF) 1449. They will submit all SF 1449s, along with all applicable metered tickets, to DESC Anchorage (DESC-AN) on Monday of each week. DESC-AN will then forward a single consolidated DD Form 250 plus all applicable metered tickets to DFAS-CVDBBB/CO on a weekly basis.

(2) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report at DFAS-CVDBBB/CO where payment will be made in accordance with the terms of the contract. The receiving activity will transmit three paying copies of the applicable form to DFAS-CVDBBB/CO within two working days after receipt of product.

**(c) SUBMISSION OF INVOICES.**

(1) The Contractor shall submit an invoice for each item for no more or less than the total daily delivered quantity at a particular activity.

(2) Invoices submitted for payment shall be submitted in quadruplicate. The submission shall include an original invoice clearly marked "**ORIGINAL**" and three copies clearly marked "**INVOICE COPY**". A carbon copy may be submitted as an original provided it is clearly marked "**ORIGINAL**" as stated above.

(DESC 52.232-9FA1)

**G150.11 SUBMISSION OF INVOICES BY FACSIMILE (DESC MAY 2005)**

**NOTE 1: FOR GROUND FUELS (PC&S) CONTRACTS:** This clause applies only to items paid by DFAS – Columbus Center for DoD Activities.

**NOTE 2:** See paragraph (c) for facsimile invoicing for DETENTION/DEMURRAGE costs.

**NOTE 3: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED AS APPLICABLE.** Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **IMPORTANT NOTICE:** Contractors who select the facsimile (FAX) method of invoicing prior to award in accordance with the **FACSIMILE INVOICING** or the **FACSIMILE OR ELECTRONIC INVOICING** provision must do so for all invoices. Failure to comply with the requirements of this clause will result in revocation of the Contractor's right to submit invoices by the FAX method.

(b) **INSTRUCTIONS FOR SUBMITTING INVOICES VIA FACSIMILE.**

(1) When the Contractor has elected to transmit invoices by FAX, it is responsible for validating receipt of its FAXed invoice. Because DFAS-CVDBB/CO cannot be held accountable for transmissions not received, the Contractor must verify transmission/receipt of its FAX by telephoning its DFAS entitlement point of contact. Personnel are available to verify receipt of FAXed transmissions between 8 a.m. and 5 p.m., EST/EDT, Monday through Friday, excluding Federal holidays.

(2) The DFAS-CVDBB/CO FAX numbers are--

(i) **(614) 693-2473** for DFAS-CVDBBA/CO; and

(ii) **(614) 693-2537** for DFAS-CVDBBB/CO.

(3) The Contractor shall include its FAX number on each document transmitted.

(4) After transmitting the original invoice, the Contractor shall mark that invoice **“ORIGINAL INVOICE - FAXED”** and retain it. The hard copy is **not** required for payment and shall **not** be mailed to the payment office unless DFAS-CVDBB/CO specifically requests it.

(5) **F.O.B. DESTINATION DELIVERIES.**

(i) **CERTIFICATION OF RECEIPT.**

(A) Receiving activity personnel will certify the receipt of fuel by preparing and signing one of the following documents:

(a) The SF 1449, Solicitation/Contract/Order for Commercial Items; or

(b) The DD Form 1155, Order for Supplies or Services; or

(c) The DD Form 250, Material Inspection and Receiving Report; or

(d) The DD Form 250-1, Tanker/Barge Material Inspection and Receiving Report (for tanker and barge deliveries only).

(B) Payments to the Contractor will be based on the receipt of the "paying copies" of the receiving report to DESC-FII, Fort Belvoir, VA, and payment will be made in accordance with the terms of the contract.

(ii) **PC&S DELIVERIES.**

(A) Overbillings--

(a) That are less than or equal to 0.5 percent of the quantity listed on the receiving document will be paid as originally invoiced by the Contractor when the overbilled quantity is solely a result of a difference in measurement techniques.

(b) That exceed 0.5 percent of the quantity listed on the receiving document will be paid based on the quantity as determined by the activity and annotated on the activity's receiving document.

(B) Underbillings will be paid as invoiced.

(C) Notwithstanding any permissible variation percentage, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity. Payment shall be made for quantity within this allowable variation listed on the receiving document as received and accepted by the activity and invoiced by the Contractor.

(6) **F.O.B. ORIGIN DELIVERIES - RECEIVING REPORTS.**

(i) When FAXing an **invoice** for f.o.b. origin deliveries, the Contractor shall also FAX a copy of the applicable receiving report to DESC-FII, Room 2933, Fort Belvoir, VA, for GROUND FUELS (PC&S) DELIVERIES. DESC-FII's FAX number is **(703) 767-9380**. The receiving report shall be transmitted no later than two working days after each delivery.

(ii) The following forms, signed by the Quality Representative (QR), are acceptable receiving reports for f.o.b. origin deliveries:

(A) DD Form 250 (Material Inspection and Receiving Report); or

(B) DD Form 250-1 (Tanker/Barge Material Inspection and Receiving Report).

(iii) The signed copy, which certifies acceptance by the QR of the product prior to submission of the invoice, will have the following information stamped, printed, or typed on it: **“ORIGINAL RECEIVING REPORT FOR PAYMENT OF INVOICE.”**

(c) **INVOICING DETENTION/DEMURRAGE COSTS VIA FACSIMILE.** Detention/demurrage costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries) and barge/tanker deliveries, will be the sole responsibility of the activity incurring them. Invoices for detention/demurrage costs will be submitted by the Contractor directly to the activity receiving the product. These provisions are applicable to DLA-owned/capitalized as well as non-DLA-owned/noncapitalized products. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER  
ATTN SATPC-L  
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FG5)

**I28.02-2 FEDERAL, STATE, AND LOCAL TAXES AND FEES (DESC APR 2005)**

(a) **FEDERAL EXCISE TAXES EXCLUDED.** Contract prices for fuel and fuels oils furnished under this contract exclude Federal Excise Taxes (FET). Contractors shall invoice applicable FET as follows:

(1) **GASOLINE/GASOHOL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(2) **AVIATION GASOLINE.** Contractors should **not** invoice for FET on fuel to be used in a military aircraft. The Government will provide a Certificate of Ultimate Purchaser to support the sale at a tax excluded price.

(3) **FUEL OIL (BURNER GRADES) NUMBERS 1, 2, 4, 4 (LIGHT), 5 (LIGHT), 5 (HEAVY), AND 6.** There is no FET on fuel oils (burner grades). Lighter grades (numbers 1, 2, and 4 (light)) must be dyed. Contractors are responsible for obtaining fuel oils (burner grades numbers 1, 2, and 4 (light)) meeting Internal Revenue Service (IRS) dyeing requirements.

(4) **DIESEL AND NONAVIATION GRADE KEROSENE FUEL.**

(i) **UNDYED DIESEL AND UNDYED NONAVIATION KEROSENE FUEL.** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(ii) **DYED DIESEL AND DYED NONAVIATION KEROSENE FUEL.** There is no FET on dyed diesel and dyed nonaviation kerosene fuel.

(5) **AVIATION GRADE KEROSENE (JET FUEL).** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice. **NOTE: Aviation grade kerosene used in a military aircraft is nontaxable when being transferred from the refinery via pipeline or vessel. However, FET applies if the transfer is via truck or rail. A Contractor not permitted by IRS regulations to sell fuel tax-free must state that in its offer.**

(6) **BIODIESEL (B-20).** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(7) **E85 (QUALIFIED ETHANOL).** Unless an exemption applies, include the FET as a separate item on the Contractor's invoice.

(8) **NONTAXABLE USES.** Use of aviation grade kerosene fuel for military aircraft is a nontaxable use. Certain uses of gasoline, undyed diesel fuel, and undyed nonaviation kerosene may also be tax-exempt. Contractors authorized by the IRS to sell tax-free fuel should obtain exemption certificates for these sales and not invoice the FET. **A Contractor not permitted by IRS regulations to sell tax-free fuel must state that in its offer.**

(b) **STATE TAXES INCLUDED.** Unless an exemption applies, all contract prices **INCLUDE** State taxes. Examples of such taxes include excise, gross receipts, etc. The Contractor's invoice shall include a list of all State taxes that are included in the price, including the applicable rate.

(c) **LOCAL TAXES INCLUDED.** Unless an exemption applies, all contract prices **INCLUDE** local (city, county, etc.) taxes. The Contractor's invoice shall include a list of all local taxes that are included in the price, including the applicable rate.

(d) **ENVIRONMENTAL AND OIL SPILL TAXES AND INSPECTION FEES INCLUDED.** Unless an exemption applies, all contract prices **INCLUDE** State and local environmental and oil spill taxes and inspection fees.

(e) **LICENSES** Federal, State, and local licenses or other requirements necessary to establish Contractor's entitlement to do business and/or to make tax-exempt sales under this contract are the Contractor's responsibility. Failure to obtain appropriate licenses or to follow required procedures shall preclude the reimbursement of taxes that would otherwise be exempt.

(DESC 52.229-9F25)

<u>ITEM NUMBER</u>	<u>QUANTITY REQUIRED</u>	<u>ITEM NUMBER</u>	<u>QUANTITY REQUIRED</u>
---ARIZONA---		---NEVADA---	
505-BD	143,500	715-68	200,000
750-241	1,000,000	900-24	66,000
750-281	***	900-28	***
C32-68	133,300	M50-24	3,250,000
---CALIFORNIA---		M50-28	***
319-68	169,000	M50-68	500,000
562-BD	940,000	M50-94	500,000
566-BD	112,000	M50-BD	1,180,000
572-10	36,000	M50-E8	500,000
582-10	14,000		
582-BD	288,000		
593-BD	40,000		
602-BD	310,000		
602-E8	210,000		
612-10	250,000		
612-BD	140,000		
618-08	571,500		
618-94	146,700		
640-BD	149,800		
656-BD	45,000		
800-08	12,000		
806-131	46,200		
841-13	60,000		
841-E8	292,500		
D34-E8	130,000		
D42-BD	2,000		
D62-08	900,000		
D90-08	1,066,400		
E38-68	116,600		
E59-10	177,600		
E66-08	1,320,000		
E84-BD	16,000		
F58-08	2,860,000		
F58-68	1,820,000		
F72-BD	15,000		
G20-BD	3,000		
G74-BD	22,000		
G78-BD	5,000		
J30-BD	7,000		
J56-08	1,584,000		
K09-BD	1,280		
K11-BD	1,480		
K12-BD	3,000		
L11-70	180,000		

\*\*\* THIS ITEM IS AN ALTERNATE AS INDICATED IN THE DELIVERY NARRATIVE